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Jules Speelman

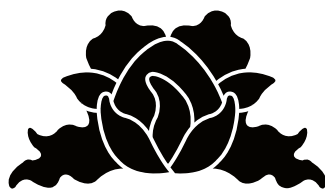
8 at 80

八秩 · 八珍

Hong Kong | 5 May 2025







Jules Speelman

8 at 80

八秩・八珍

Sale

5 May 2025

Exhibition

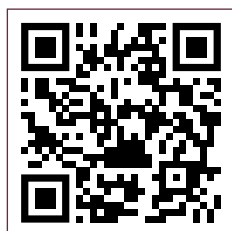
1 - 5 May, 10am - 6pm

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Read the Story

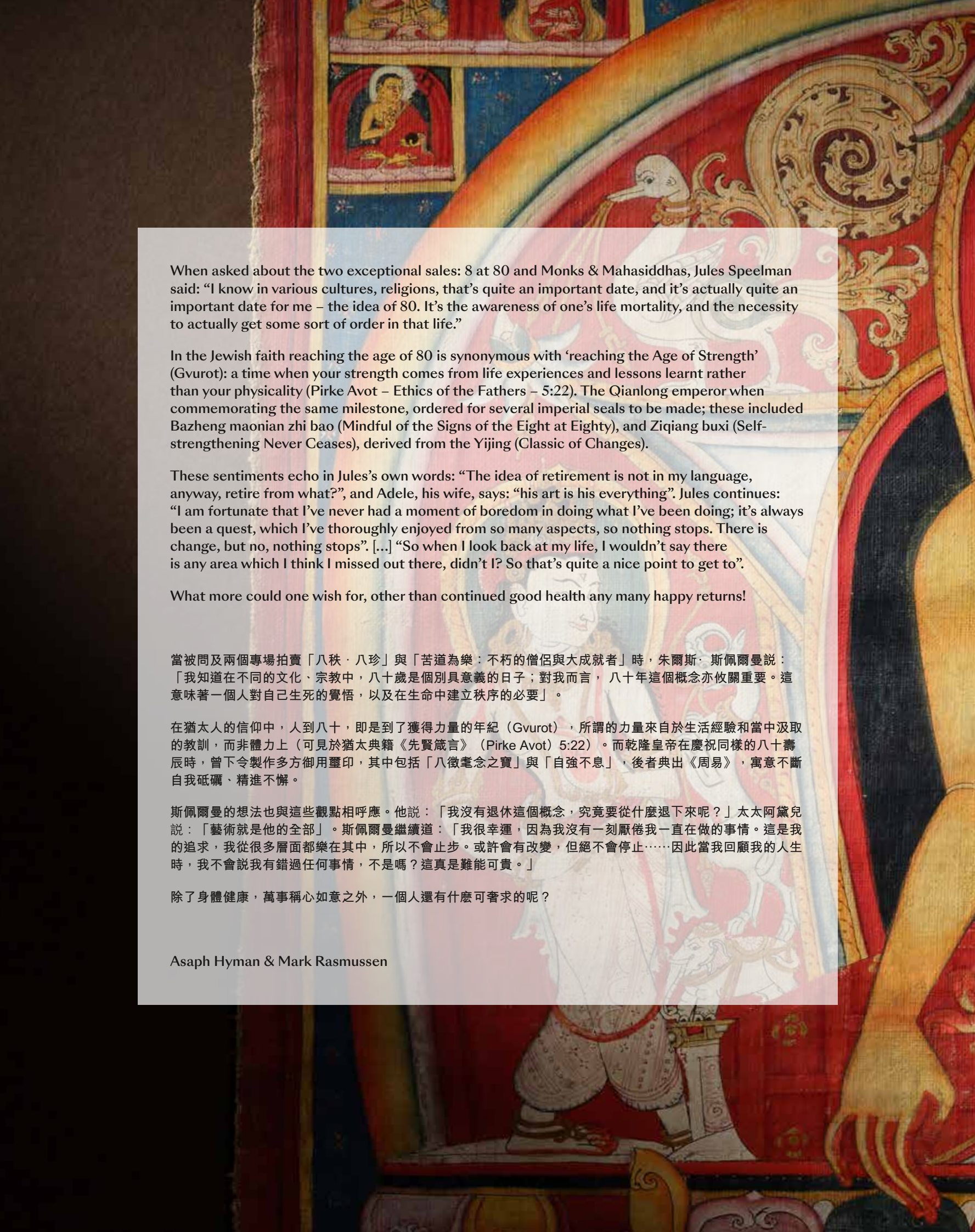








Jules and Adele speelman at Caxton Manor, Sussex, England



When asked about the two exceptional sales: 8 at 80 and Monks & Mahasiddhas, Jules Speelman said: “I know in various cultures, religions, that’s quite an important date, and it’s actually quite an important date for me – the idea of 80. It’s the awareness of one’s life mortality, and the necessity to actually get some sort of order in that life.”

In the Jewish faith reaching the age of 80 is synonymous with ‘reaching the Age of Strength’ (Gvurot): a time when your strength comes from life experiences and lessons learnt rather than your physicality (Pirke Avot – Ethics of the Fathers – 5:22). The Qianlong emperor when commemorating the same milestone, ordered for several imperial seals to be made; these included Bazheng maonian zhi bao (Mindful of the Signs of the Eight at Eighty), and Ziqiang buxi (Self-strengthening Never Ceases), derived from the Yijing (Classic of Changes).

These sentiments echo in Jules’s own words: “The idea of retirement is not in my language, anyway, retire from what?”, and Adele, his wife, says: “his art is his everything”. Jules continues: “I am fortunate that I’ve never had a moment of boredom in doing what I’ve been doing; it’s always been a quest, which I’ve thoroughly enjoyed from so many aspects, so nothing stops. There is change, but no, nothing stops”. [...] “So when I look back at my life, I wouldn’t say there is any area which I think I missed out there, didn’t I? So that’s quite a nice point to get to”.

What more could one wish for, other than continued good health any many happy returns!

當被問及兩個專場拍賣「八秩·八珍」與「苦道為樂：不朽的僧侶與大成就者」時，朱爾斯·斯佩爾曼說：「我知道在不同的文化、宗教中，八十歲是個別具意義的日子；對我而言，八十年這個概念亦攸關重要。這意味著一個人對自己生死的覺悟，以及在生命中建立秩序的必要」。

在猶太人的信仰中，人到八十，即是到了獲得力量的年紀（Gvurot），所謂的力量來自於生活經驗和當中汲取的教訓，而非體力上（可見於猶太典籍《先賢箴言》（Pirke Avot）5:22）。而乾隆皇帝在慶祝同樣的八十壽辰時，曾下令製作多方御用璽印，其中包括「八徵耄念之寶」與「自強不息」，後者典出《周易》，寓意不斷自我砥礪、精進不懈。

斯佩爾曼的想法也與這些觀點相呼應。他說：「我沒有退休這個概念，究竟要從什麼退下來呢？」太太阿黛兒說：「藝術就是他的全部」。斯佩爾曼繼續道：「我很幸運，因為我沒有一刻厭倦我一直在做的事情。這是我的追求，我從很多層面都樂在其中，所以不會止步。或許會有改變，但絕不會停止……因此當我回顧我的人生時，我不會說我有錯過任何事情，不是嗎？這真是難能可貴。」

除了身體健康，萬事稱心如意之外，一個人還有什麼可奢求的呢？

Asaph Hyman & Mark Rasmussen



Exhibitions

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11 - 13 April

Hong Kong
1- 5 May









Jules Speelman: 8 at 80

八秩・八珍

Hong Kong | Monday 5 May 2025, Evening Sale at 7pm

BONHAMS

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Hong Kong

SALE NUMBER

30572
Lots 1 - 8

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Front Cover: lot 2
Inside Back Cover: lot 4

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Friday 2 May, 10am-6pm
Saturday 3 May, 10am-6pm
Sunday 4 May, 10am-6pm
Monday 5 May, 10am-6pm

Bonhams would like to thank
Skyler Wu and Karma Gelek for her
contribution in preparation of this
catalogue, Sam Collier for the design
and Mark French for the photography.

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The Iconography of Eight Masterworks

By Jeff Watt

There are many different ways to approach, appreciate, and explain the art of Tibet and surrounding regions. Sometimes the easiest approach is to focus on aesthetics, chronology and regions. Sometimes a religious approach is preferred for contextualizing the art objects. However, the most misunderstood and least appreciated is often the iconographic analysis of a group of objects. Here there are eight objects, seven sculpture and one painting. Two of the sculpture are of Chinese manufacture. Two are Nepalese and the remaining works appear to be Tibetan or produced by Nepalese artists working in Tibet. It can sometimes be difficult to know the artist's origins and original source of their training, especially with itinerant Nepalese working throughout Central, East, and South Asia.

Of this impressive group of masterworks from the collection of Jules Speelman, the first figurative form is a depiction of Shakyamuni Buddha as a forest ascetic contemplating as to entering nirvana or remaining in the world to teach what he had learned. This is not a Himalayan narrative or a classic Buddhist narrative. This story and depiction of a relaxed Buddha with the knee raised, hands placed above, and the head slightly tilted appears to be a product of Chinese Song or Tang poetic literature. The iconography for this figure is based on local Chinese conventions over the past 1,000 years. There are enough examples of this form of Shakyamuni Buddha, numbering in the several dozens, spanning all centuries of the 2nd millennium to attest to this regional and narrative based unique form of Shakyamuni iconography.

Another amazing sculpture is that of Avalokiteshvara with three small heads placed above his own central face, adorned with a third eye, mustache, and goatee. He has two arms with the right in a gesture of generosity and the left raised in the manner of blessing or protection. Both hands have a single eye in the center of each palm. He is seated in the 'vajra' posture - as it is known by Buddhists. Again, this iconography is unknown in most Himalayan regions but bears some resemblance to early Swat and Kashmiri examples of non-standard Avalokiteshvara iconographic forms. This is certainly an early Chinese interpretation of the many and varied descriptions of the deity Avalokita found in the original translated Sanskrit texts. These early textual descriptions can be sparse in detail leaving them open to artistic interpretation prior to the later inevitable standardizations. Several other identical or similar Chinese sculptural examples of this form have been identified in museum and private collections suggesting that this iconography was accepted and popular at certain times in China.

All iconography is to a greater extent text based, but there are two types of literature that serve as the source. There is narrative literature which is primarily the Buddhist Sutra literature and then there is the Tantra literature. Both forms of texts were primarily written in the Sanskrit language. The difference between the two is that there is far more freedom with the narrative texts for the individual artist to be creative, inventive, and original. With the Tantra literature the artist must adhere to strict descriptions of the figure of the deity described. Originality can only be found with regional aesthetics for the human bodily proportions, clothing, and ornamentation. For example, the two figures of Avalokiteshvara with the seated attendant Hayagriva are informed both by the commissioner of the work and by the artist following a Nepalese inspired sculptural style. This rare double figure belongs to a much larger fixed edifice associated with Densathil Monastery of Central Tibet. The standing Maitreya is also a narrative-based figure depicting a student of the Buddha from the Sutra literature. The posture, hand gestures, and single attribute, such as the water flask, are the choices of the artist or patron of the work. A seated or standing posture are not important for narrative depictions of characters from the Sutra literature.



The distinctive figure of Hevajra with eight stacked heads is a product of Tantric literature of Northern India. The source text describes eight heads, sixteen arms, and four legs. Hand gestures, attributes, ornamentation, and the four figures underfoot are all described in detail. The artist does not have very much flexibility or space for creativity. However, in this example the artist has stacked four of the heads atop the lower four which is highly unusual. The Sanskrit source text is also slightly vague on how the heads are positioned. Only a handful of other Himalayan examples of stacked heads for Hevajra can be found. Additional sculptural examples from Southeast Asia can be identified as Cambodian in origin.

Vaishnavana Riding a Lion has the appearance of a warrior king, fully attired with a crown, layered clothing, and boots. An attribute missing from the right hand is a victory banner held upraised. The general appearance, attire, hand attributes, and lion mount below are all textual iconographic requirements modified by regional style, preferred aesthetics and neighboring cultural influences. A Tibetan inscription around the lotus base states that it was created by a patron for the benefit of the parents, both mother and father.

Manjushri is a well-known character from the narrative Sutra tradition, and one of the earliest figures to transition into Tantric literature and fixed iconography. His role is that of a meditational deity, eventually having many different iconographic forms. In this example, he performs the gesture of teaching with the two hands at the heart, supporting two flower blossoms with a sword and book above, seated in the vajra posture. This is the most iconic form of Manjushri based on the earliest Tantric texts. The shape and style of the two utpala flowers, crown, and jeweled ornaments are all locally inspired or borrowed from earlier examples. The lotus base is distinctive and follows Nepalese craftsmanship.

From this group of eight art objects there is a single painting of what appears to be Shakyamuni Buddha. What is not so commonly known is that half or more of all Tibetan paintings are made in sets of compositions with very clear themes. So it is with this singular composition. The painting belongs to a set of nine depicting the Eight Medicine Buddhas along with the personified goddess Prajnaparamita and the attendant secondary figures associated with the full mandala of deities. Without identifying inscriptions on the front or back of the painting, a proper identification and context for this painting can only be gained through the application of forensic iconography. In the upper register are an assortment of monastic lineage teachers, although not very helpful. In the lower register, to the left and right, are two of the Four Guardian Kings. Below that, are the Twelve Yaksha Generals each with their assigned color, hand attributes, and animal mount below. The only relationship between Shakyamuni Buddha and the Twelve Yaksha Generals is within the context of the full Thirty-one Deity Mandala of Medicine Buddha.

The study of iconographic analysis and application is an essential tool for the understanding of Himalayan and Tibetan art along with their religious traditions. It is only through iconography that precise identifications for figures and contextual relationships can occur.

December 2024

八件珍寶之圖像學思考

Jeff Watt

探索、鑒賞並詮釋西藏及週邊地區藝術的途徑多種多樣。有時，最為簡單的方法是聚焦於藝術品的美學理念、年代傳承及地域區隔。在某些情況下，若需將藝術品還原於其所誕生之背景中以深入考量，宗教學研究方法則更為合適。然而，最易遭受誤解與輕視的，往往是對一組文物的圖像學分析。本次拍賣所呈現的八件珍品，包含七尊造像與一幅唐卡。這些藝術品中，兩尊佛像源自中原地區，兩尊出自尼泊爾，其餘作品似乎均源自西藏、或由在西藏工作的尼泊爾藝術家所創作。有時，追溯藝術家的背景及其所獲得的藝術訓練的來源往往頗具挑戰，尤其是對於那些在中亞、東亞和南亞之間遷徙流動的尼泊爾藝術家而言。

在Jules Speelman這組令人震撼的傑作中，第一尊映入眼簾的人像是以林中苦修者形象示人的釋迦牟尼，佛陀冥想沉思，似在抉擇入涅槃界或留世傳其所悟之道。這既非喜馬拉雅式敘事，亦非經典佛教畫面，而更接近於中國唐宋詩詞的意象：佛陀一膝支起，雙手落於膝上，其首微傾，此種故事與隨適的形象深深植根於中國千年傳統文化。此樣式之佛陀像傳世數量眾多，達幾十尊，時間跨度自十一世紀起歷經千年，遍布各個世紀，展現著這種具有屬地性的、敘事型的釋迦牟尼像之獨特形式。

另一令人驚嘆的作品是觀音坐像，主面之上的頭髮中另出現三首，並有第三隻眼、髭鬚和山羊胡。其右手結與願印，左手結無畏印，掌心各有一目，呈佛教徒謂之「不動金剛坐」。同樣，此圖像在大多喜馬拉雅地區並不常見，但與早期斯瓦特和克什米爾的那些非標準的觀音像卻有相似之處。這無疑是中國對原譯梵文文本中眾多觀音描述的早期詮釋。在不可避免的標準化形成之前，這些早期文字描述細節稀少，為藝術家提供了開放性的創作解讀空間。在博物館與私人珍藏中亦有多件相同或類似造像，表明此圖像在特定時期的中國曾受到認可並廣為流傳。

所有圖像學某種程度上均可謂以文本為基礎，主要文本依據可分為兩類：敘事文獻與密宗文獻。敘事文獻主要指佛經文本，而密宗文獻則專指密教典籍。兩者雖多以梵文書寫，但其迥異之處在於，敘事文本賦予藝術家更大的自由度，允許其發揮才華與原創性，而密宗文獻則要求藝術家嚴格遵循對本尊形象的文字描述，其獨創性僅在人體比例、衣著及裝飾的地域美學差異中得以一見。例如，蓮華手觀音及馬頭明王的形象，是由供養人與受尼泊爾風格啟發的藝術家共同決定的。這尊罕見的雙像並列的樣式屬於一座更為宏偉之構造，出自藏中的丹薩替寺。另一例證是彌勒立像，其形象亦是敘事佛經文獻中的佛陀弟子。其姿態、手勢以及寶瓶這單一的法器，皆是藝術家或供養人的選擇。因在佛經的敘述性描繪中，對人物的坐姿或站姿並非重要元素。



喜金剛八頭堆疊的獨特形象源自北印度密宗文獻。原文描述其有八面、十六臂與四足。由於其中對手勢、法器、裝飾、其足下四像的詳盡描述，藝術家并無太多創造或改動的空間。然而，本場拍賣中的喜金剛像卻呈現出四個頭顱堆疊於另外四個頭顱之上，是極為獨特的設計。梵文文本對於頭部的排列的確稍有模糊。喜馬拉雅地區的喜金剛造像中，頭顱堆疊而非平鋪的例子屈指可數。東南亞則有類似作品存世，可確定源於柬埔寨。

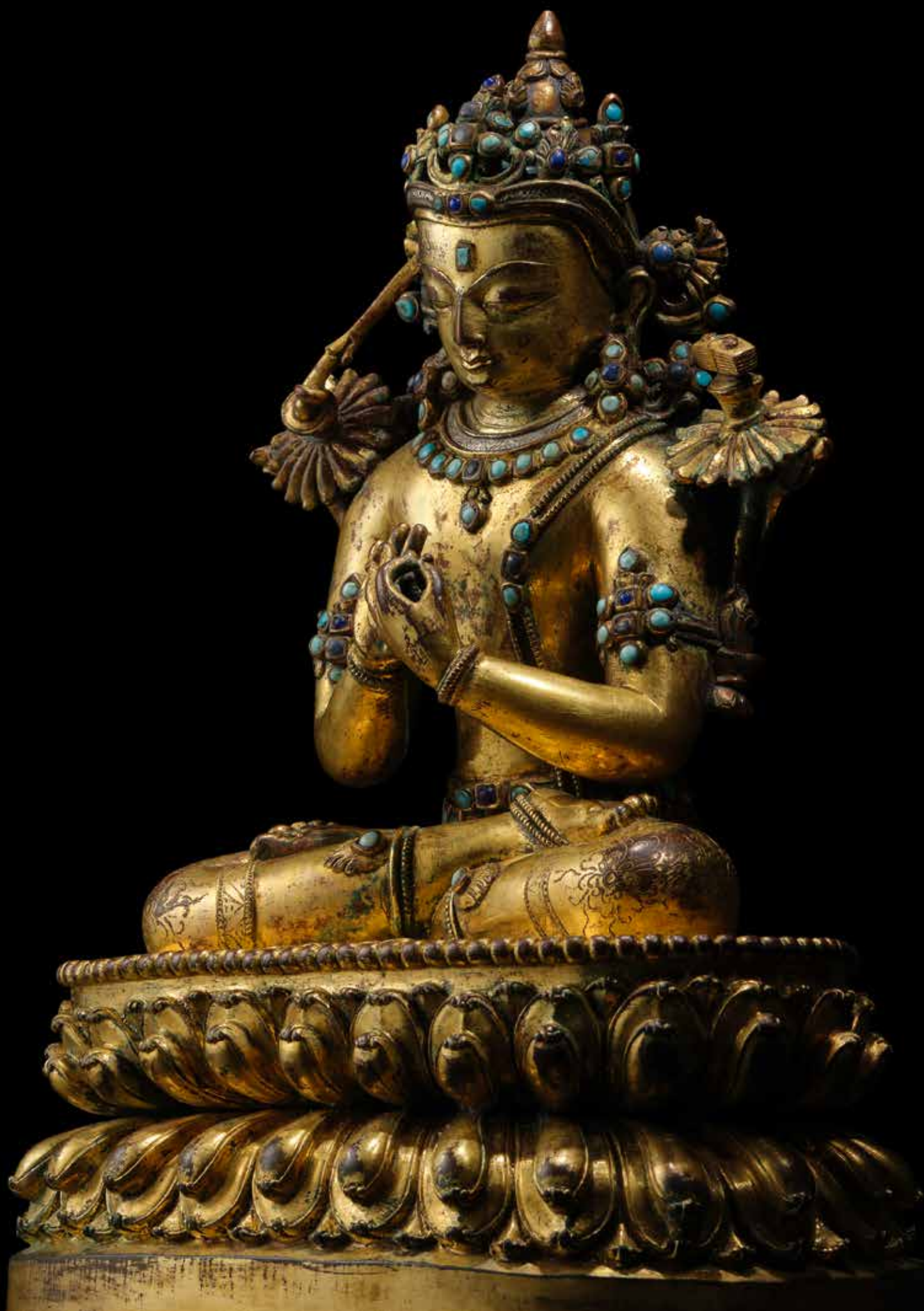
騎獅多聞天王形象威武如國王，頭戴寶冠，身披層層華服，腳踏戰靴，僅其右手缺少一高舉的寶幢。其整體外觀、服裝、手持法器及獅子坐騎，均是文本中圖像學要求在受地域風格、美學偏好和鄰近文化的影響後的結果與變動。蓮花座外圍的藏文銘文表明，此像由一位供養人為父母利益所鑄造。

文殊師利菩薩向來是佛教敘事經典中最廣為人知的一位，亦是最早進入密教文獻並固定其圖像表現的重要形象之一。文殊菩薩在禪修觀想中所扮演的角色極為重要，並於後世演化出多元的圖像形式。於本例之中，文殊雙手於胸前結說法印，手中蓮花上承托寶劍與經書，結金剛坐於蓮台之上，正是早期密教典籍所記載之最經典之文殊形象。畫面中的優波羅花、華麗寶冠以及珠寶飾件，皆與當地傳統或先前範式有所銜接，而造型獨特的蓮座則充分體現出尼泊爾工藝的嫺熟巧思。

這組八件藝術品之中，有一幅繪畫為釋迦牟尼的形象。有一並非廣為人知的事實是，藏傳佛教繪畫往往並非孤立，超過半數皆成套呈現，且擁有明確體系與主題。此獨立之作亦屬此列一原為一套九幅作品之一，為八位藥師佛，以及為般若經擬人般化現成的般若佛母，並包括這一完整的藥師佛壇城的眷屬。由於此畫正背兩面皆無題識，欲準確定位與辨識其意涵，唯有依賴嚴謹的「圖像學鑑定」。畫面上方的上師傳承，然身份不甚明確，下方左右則可見四大天王之二，更下方則為十二藥叉大將，各自依色彩、持物特徵及騎乘動物而分別。釋迦牟尼佛與十二藥叉大將之間的唯一聯繫，唯有在「三十一尊藥師佛壇城」的整體架構中存在。

就深入探究喜馬拉雅與藏傳佛教藝術之視角而言，圖像學分析與應用乃不可或缺之核心方法。唯有透過對圖像細節及其象徵意涵的審慎甄別，方能對尊格身份及其語境間相互關係得以準確洞見，進一步呈現出此類珍稀藝術品蘊含的深厚宗教脈絡與歷史價值。

2024年12月





1

A GILT COPPER ALLOY FIGURE OF VAISHRAVANA

TIBET, 15TH CENTURY

Tibetan inscription along the lotus base, translated:

"The statue of the great unchanging king Vaishravana

Was made in order to purify the obscurations of [the donor's] parents,

The accumulated merits [being] dedicated to all sentient beings to quickly attain the stage of Buddha[hood],

And may [they] bring glory and prosperity to the donor.

Auspicious!"

Himalayan Art Resources item no. 2806

19.3 cm (7 5/8 in.) high

HKD800,000 - 1,200,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 462-3, no. 204.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Acquired in Hong Kong, 2007

銅鑲金北方多聞天王像

西藏 十五世紀

蓮花底座下緣刻藏文銘文，意為：

「此摩訶不動多聞天王之造像，

為淨除[施主]父母障礙所鑄造，

所積福德回向一切有情速證佛果，

並願加持施主福祿綿長。

吉祥如意！」

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha：2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁462-3，編號204

展覽

「Buddha：2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

2007年入藏於香港



Vaishravana, the Guardian of the North and God of Wealth, is cast here as a stout warrior mounted on a fierce lion. In his left hand, he cradles a pudgy, jewel-dispensing mongoose. From behind, we see the magical creature whimsically portrayed, struggling to find purchase for his hind leg as a superabundance of riches pours out from his throat. Vaishravana sports a robust mustache. The raised counters of his face and furrowed brow make his alert gaze more pronounced. He wears a full set of glistening armor and fur boots, underscoring his invincibility as a guardian. Large Y-shaped interlocking plates span his torso. Each element is proportioned slightly differently, as if stretched by his rounded belly, emphasizing the figure's dramatic volume. Such intricate designs are typically found only on the finest thangkas. A silk-like sash flutters at each elbow, incised with floral patterns, adding yet more dynamism to the seated figure. The snow lion turns its head upward, formidable but also attentive to its master. Wide, plump lotus petals anchor them both. The inner layer bears frilled tips. The outer layer terminates with sharp points. Vaishravana's dual identity as a Dharma protector and wealth bestower establishes him as the most prominent of the Four Heavenly Guardian Kings, characteristics conveyed by this impeccable sculpture's blend of opulence and unassailable affect. A comparable example was exhibited at Beijing Capital Museum in 2013 (see Yixi ed., *The Art of Buddhist Sculpture*, 2013, pp. 164-5).

While the deity's origins can be traced back to India, where pot-bellied wealth gods and princely directional guardians are bare-chested and lightly clad, the present representation of Vaishravana derives from Central Asian and Chinese iconography. In Khotan, Vaishravana enjoyed dynastic worship as the oasis-kingdom's guardian by the 7th century (Snellgrove, *Indo-Tibetan Buddhism*, 2004, p. 334). From there, via Dunhuang, he became an important Mahayana protector throughout the Himalayas and China. During the Tang era (618-907 CE), Vaishravana shed the attire of Indian nobility in favor of armor and boots, appearing as a general offering military protection widely depicted on war banners and entrances. This martial depiction persisted, frequently appearing in temple murals and thangkas, standing or seated alongside Shakyamuni Buddha and the Sixteen Elders. Another popular iconographic form, from which the present lot derives, shows Vaishravana riding a lion surrounded by his entourage of the Eight Lords of the Horses (*ashvapati*), each holding a ritual object and a mongoose symbolic of their prosperous nature. The leader of the Heavenly Kings, Vaishravana's ability to provide safety and sustenance for Buddhism's followers makes him one of the religion's most favored deities.



Fig. 1
Vaishravana, Guardian of Buddhism and Protector of Riches
Distemper on cloth
Tibet, 15th Century
Image: H. 32 in. (81.3 cm); W. 29 1/8 in. (73.9 cm)
Metropolitan Museum of Art, New York (2021.290)

圖1
多聞天王像，佛教守護與財富之神
布面設色
西藏，十五世紀
畫心：32英寸（81.3厘米）x 29 1/8英寸（73.9厘米）
大都會藝術博物館，紐約（2021.290）



In the Himalayas, Shalu monastery popularized Vaishravana as its tutelary deity and probably provided the locus for his martial representation taking hold in Tibet. An early-14th-century painted wall mural at Shalu (HAR 51511) depicts Vaishravana with his Eight Horsemen, showing the king in a similarly styled costume and *ruyi* hat as the present sculpture. A Sakya thangka of Vaishravana from the early 15th century, now at the Metropolitan Museum of Art, New York (fig. 1; 2021.290) also wears a *ruyi* hat and Y-shaped armor plating across the belly.

Another splendid and closely related gilt bronze figure of Vaishravana was recently exhibited in Taipei (see Kao ed., *Endless Fortune: The Deities of Wealth and the Glamour of Mongolian and Tibetan Living Art*, 2023, p. 44). This Taipei bronze and the current example are notable for the sheer amount of treasure spilling from the mongoose's mouth. Several Chinese ingots are distinctly formed and arranged in the bountiful stream. A large gilt bronze of Shri Devi, formerly in the Speelman collection and possibly cast by the 15th-century master artist Sonam Gyalsten, likewise shows these distinctive ingots (figs. 2a & b; sold at Bonhams, Paris, 11 June 2024, lot 23). However, absent from the Shri Devi are several conches included in the present sculpture's outpouring. This auspicious object, able to sonically purify space when blown, is less commonly seen in Vaishravana depictions. However, a 15th-century figure of Purnabhadra, who is among Vaishravana's Eight Horsemen, also depicts a mongoose of similar proportions spewing a conch as well as ingots. This Purnabhadra, now held in the Philadelphia Museum of Art (2001-44-1), is also likely to have been made by Sonam Gyaltzen (or his workshop), who is known to have been commissioned by the Sakya order in c. 1430. (For more information, see Bonhams, New York, 19 March 2018, lot 3033.) Therefore, given these likenesses and the deity's relevance to the order, it is likely the present Vaishravana was also commissioned in the Tsang region of Central Tibet for the Sakya, whose refined gilded sculpture of the 15th century remains some of the best ever made in Tibetan history.



Fig. 2a
A gilt copper alloy figure of Shri Devi
By 'Sogyal', probably Sonam Gyaltzen (a. 15th century)
Central Tibet, Densatll Monastery, circa 1431-35
Himalayan Art Resources item no. 1829
37.5 cm (14 3/4 in.) high
Bonhams, Paris, 11 June 2024, lot 23

圖2a
銅鑲金吉祥天母像
「索堅」所作 或為索南堅贊（活躍於十五世紀）
藏中，丹薩替 約1431-35年
喜馬拉雅藝術資源網1829號
高37.5厘米（14 3/4英寸）
邦瀚斯，巴黎，2024年6月11日，拍品23





多聞天王守護著北方，亦是財富之神，此造像呈現其如一位壯碩武士，端坐於威猛獅子之上。天王左手托抱一隻豐滿的吐寶神鼬，從其後方可見藝術家對這隻神獸趣味橫生的描繪——它彷彿奮力穩住後腿，而無盡的財寶從其口中湧出。多聞天王鬚鬚濃密、面頰高聳、眉頭緊鎖，突顯其警覺的目光炯炯有神。他身披閃耀鎧甲、腳穿毛靴，彰顯其作為守護神所向披靡。寬大的Y字形鎖甲交錯覆蓋其身，細微處各有比例變化，仿佛被其渾圓的肚腹撐拉開來，進一步烘托著人物的戲劇張力，而這種精巧的鎧甲設計通常僅見於最精美的唐卡作品。其雙肘處絲帶向上翻飛，雖為小節卻依然刻有花卉圖案，為這尊坐像增添更多動感。雪獅仰頭注視主人，威嚴而又忠誠。寬大飽滿的蓮瓣構成其基座，內層蓮瓣末端呈波狀起伏，外層蓮瓣尖端銳利有致。多聞天王作為佛教護法與財神的雙重身份，使其成為四天王中最廣為人知的一位。此尊造像將其富饒華麗與堅不可摧的形象完美結合，為其持世與賜福雙重面向無與倫比的概括。一尊與之相似的作品曾於2013年在北京首都博物館展出（見一西主編，《佛韻：造像藝術集粹》，2013年，頁164-165）。

多聞天王的起源可以追溯至古老的印度，在那裡，象徵財富的神祇與皇家貴冑的守護天王通常身材豐滿、袒露胸膛、輕紗薄衣。而這尊多聞天王的形象則更見中亞與漢地藝術風格的影響。早在公元七世紀，多聞天王就作為于闐的守護神，受這座綠洲王國王族世代供奉（見Snellgrove, 《Indo-Tibetan Buddhism》，2004年，頁334）。從這裡經由敦煌，多聞天王成為廣闊的喜馬拉雅地區與中原王朝裡至關重要的大乘佛教護法。在唐代（公元618-907年），多聞天王褪下印度貴族裝束，著起盔甲、足蹬戰靴，以護衛軍隊戰無不勝的將軍形象出現在旌旗上與壁壘城門。這種戰神形象延續至後世，頻繁出現於寺廟壁畫與唐卡中，或站立、或坐於釋迦牟尼佛與十六羅漢身旁。多聞天王另一廣受青睞之形象、亦正是此尊造像所循之傳統，則為多聞天王以騎獅姿態出現，周圍環繞其眷屬八駿財神，他們各持法器與神鼬，象徵其豐饒富足之特質。作為眾天王之首，多聞天王賜予虔誠的信眾們平安與富足，使其成為最受崇敬的宗教神祇之一。

在喜馬拉雅地區，夏魯寺視多聞天王為本寺護法神，令其形象風靡，並可能實為天王將軍形象於藏地流行之起源地。夏魯寺一鋪十四世紀早期壁畫（喜馬拉雅藝術資源網51511號）描繪多聞天王與八駿財神，展現與此尊造像相似的著裝及如意寶冠。現藏於紐約大都會藝術博物館一幅十五世紀早期薩迦派多聞天王唐卡（圖1；館藏編號2021.290）同樣佩戴如意寶冠，身穿Y字形盔甲。

另一尊與之密切相關的精美銅鎏金多聞天王像近期在台北展出（見高玉珍主編，《好運連連——財神與蒙藏生活藝術之美》，2023年，頁44）。這尊台北展出的銅像與此尊造像具有同一特點，即神鼬口中湧出的寶物數量屬實驚人，其中有多枚顯眼的漢地元寶，層次分明地排列在財寶瀑流之中。曾屬Speelman珍藏的一尊大型吉祥天母造像，可能為十五世紀藝術大師索南堅贊鑄造，亦帶有類似的獨特元寶（圖2a及2b；邦瀚斯，巴黎，2024年6月11日，拍品23）。但此尊多聞天王像與吉祥天母像之不同在於天王像更有幾枚海螺流出。海螺為吉祥法器，吹奏時的聲音能淨化空間，但在多聞天王的描繪中較為少見。然而，在一尊多聞天王眷屬八駿財神之一——滿賢財神之十五世紀造像之上，神鼬口中同樣鮮見地吐出相似海螺與元寶。這尊滿賢財神造像現藏於費城藝術博物館（館藏編號2001-44-1），或許亦出自索南堅贊（或其工坊）之手。索南堅贊於1430年前後為薩迦派進行諸多藝術創造（詳細論述可參考一尊觀音立像之文章，邦瀚斯，紐約，2018年3月19日，拍品3033）。因此，鑒於上述相似之處以及此神祇與薩迦派之緊密關聯，基本可以推測此尊多聞天王造像亦是由藏地中部衛藏地區薩迦派委託而製作，他們所創造的十五世紀精美的鎏金造像堪稱藏地歷史上最非凡的造像群之一。



Fig. 2b (detail)
圖2b（局部）





2

A GILT COPPER ALLOY FIGURE OF SHAKYAMUNI BUDDHA AS AN ASCETIC

CHINA, YUAN DYNASTY

28 cm (11 in.) high

HKD8,000,000 - 10,000,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 38 & 180-1, no. 63.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Eskenazi Ltd., London, 1980s

銅鑲金釋迦牟尼苦修像

元

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha：2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁38及頁180-1，編號63

展覽

「Buddha：2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

Eskenazi Ltd, 倫敦，二十世紀八十年代



Fig. 1
Shakyamuni as an Ascetic
Yuan dynasty (1271-1368), China
Early 1300s
44.2 x 31.8 cm (17 3/8 x 12 1/2 in.)
The Cleveland Museum of Art (1966.116)

This figure is exceedingly rare, with the most similar comparable example is a gilt-bronze Ascetic Shakyamuni, Yuan dynasty, early 1300s, preserved in the Cleveland Museum of Art (fig. 1; 1966.116), illustrated in *The Cleveland Museum of Art, Handbook of the Cleveland Museum of Art*, 1966, p. 261; 1969, p. 261; 1978, p. 345; and exhibited in Cleveland Museum of Art, *Chinese Art Under the Mongols: The Yuan Dynasty (1279-1368)*, 2 October – 24 November 1968; Asia House, New York, 16 January – 2 March 1969; as well as Cleveland Museum of Art, *Asian Autumn: Masterpieces from the Collection*. The Cleveland Museum of Art, Cleveland, Ohio, 17 September 1991 – 5 January 1992.

As noted by the Cleveland Museum, the exceptional fine workmanship of the Cleveland Museum Buddha Shakyamuni as an Ascetic strongly points to it having been made in the official workshops under imperial auspices. Close comparison between the Cleveland Museum and Speelman figures clearly demonstrates that both were almost certainly produced by the same workshop. This is evident in the similarities of the modelling and poise, the form of the stepped rounded stand on which the Buddha seats, the delicate and highly refined style of the decorative floral scrolls, the folds of the robe, and the treatment of the facial features – all of which are highly distinct.

Closely related figures were also made during the Yuan dynasty in other media, such as wood; see a gilt wood and gesso figure of Buddha as an ascetic, Yuan dynasty, in the British Museum, London (1969,0722.1); another in the Birmingham Museum of Art (1979.316); a further gilt-lacquered wood figure, Yuan dynasty, is in the Princeton University Art Museum (y1972-16); and see a gilt-lacquered wood figure, Yuan dynasty, late 13th/early 14th century, in the Detroit Institute of Arts, (fig. 2; 29.172); a small wood sculpture is in the Herbert F. Johnson Museum of Art, Cornell University (90.031). For a final gilt-lacquered wood figure of Buddha as an ascetic, Yuan dynasty, see O. Siren, *Chinese Sculpture from the Fifth to the Fourteenth Century*, vol. II, London, 1925, pl. 620.

Related Buddhist figures with similar facial expressions are also well documented in paintings attributed to the Yuan dynasty. See, for example, in the collection of the Princeton University Art Museum, a painting depicting Buddha as an Ascetic (fig. 3; y1946-177); in the collection of the Palace Museum Taipei, a painting depicting Avalokiteshvara (K2A002068N000000000PAA) and another of Manjushri (K2A002066N000000000PAA); and also a painting of Buddha Shakyamuni, Yuan dynasty, in the Cleveland Museum of Art (1987.75).



Prince Siddhārtha Gautama at the age of 29 renounced his position and wealth, leaving his home to seek enlightenment. He studied under Arada Kalama, gaining 'the attainment of nothingness,' and then became a student of the master Udraka Ramaputra, learning how to suppress his desires. However, neither addressed the problem of suffering, nor could satisfy him. So, the Buddha-to-be subjected himself to harsh ascetic discipline, austerity, and severe fasting, wishing to purify and expunge all worldly desires and defilements, transcending all attachment to the physical world. According to a popular version, seeing his condition, a milkmaid mistakes him for a tree spirit and offers him some milk rice, which he accepts. Feeling revived, he embraces the 'Middle Way' between extreme asceticism and materialist hedonism. He then goes on to the village of Bodh Gaya where he seats himself on a bed of grass beneath a Bodhi tree and vows to remain there until he understands the means of living without suffering, pursuing enlightenment, and finally achieving Buddhahood through it.

The Yuan dynasty visualisation of Buddha as an ascetic, is represented in the Speelman and Cleveland Museum figures, most clearly in the emaciated legs and feet, showing tendons, sinews and muscles, in the forearms and elongated hands, but also in the folds of the robe tightly drawn across the body. This is rather in contrast to the much more skeletal representation which can be seen in Gandharan art, such as the schist figure of fasting Buddha Shakyamuni, Gandhara, 3rd-5th century, in The Metropolitan Museum of Art, New York (1987.218.5). The Speelman and Cleveland Museum figures, depict a richly attired Buddha further enhanced by the rich gilt surface, testament to his Princely heritage, which is therefore even more powerfully juxtaposed with the wasted body underneath. The representation is subtler, as the bare legs and forearms leave the beholder to imagine the emaciated state of the contemplative garbed figure.

The Speelman and Cleveland Museum figures of Buddha as an ascetic are sculptural masterpieces. This is achieved through the visual contrast of the vertical front left leg set before the horizontal right leg, which superbly in the Speelman example, is then beautifully framed by the crescent-shaped tail of the robe. In both sculptures, the forward left foot slightly protrudes over the rounded step, contributing to the liveliness and three-dimensionality of the figure, as well as again contrasting a straight line against a rounded one, pleasing the eye. The elongated hands and peaceful meditative expression complete what can only be described as the work of a master.



Fig. 2
Shakyamuni as an Ascetic
China, late 13th - early 14th century
29.8 x 20.6 x 16.5 cm (11 3/4 x 8 1/8 x 6 1/2 in.)
Detroit Institute of Arts (29.172)

圖2
釋迦牟尼苦修像
中國，十三世紀晚期至十四世紀早期
29.8 x 20.6 x 16.5 厘米 (11 3/4 x 8 1/8 x 6 1/2 英寸)
底特律藝術學院 (29.172)



Fig. 3
Anonymous, painting of a seated red-robed Buddha,
Yuan tradition
China, undated
Album leaf, ink and color on silk
Painting: 29.6 x 21.1 cm (11 5/8 x 8 5/16 in.)
Princeton University Art Museum (y1946-177)

圖3
佚名 紅衣佛陀畫像 元代風格
中國
冊 絹本 設色
29.6 x 21.1 厘米 (11 5/8 x 8 5/16 英寸)
普林斯頓大學藝術博物館 (y1946-177)





圖1
釋迦牟尼佛苦修像
中國，元（1271-1368），十四世紀初
44.2 x 31.8厘米（17 3/8 x 12 1/2英寸）
克利夫蘭藝術博物館（1966.116）

此尊迦牟尼佛苦修像極為罕見，與之可比的是一尊位於克利夫蘭藝術博物館的元代十四世紀初銅鑲金像（圖1；1966.116），著錄於克利夫蘭藝術博物館手冊（1966年，頁261；1969年，頁261；1978年，頁345），並曾於克利夫蘭藝術博物館「Chinese Art Under the Mongols: The Yuan Dynasty (1279-1368)」（1968年10月2日至11月24日）、紐約亞洲之家（1969年1月16日至3月2日）、克利夫蘭藝術博物館「Asian Autumn: Masterpieces from the Collection」（1991年9月17日至1992年1月5日）中展出。

正如克利夫蘭博物館所述，館藏釋迦牟尼佛苦修像的精湛工藝指向其極有可能於皇家支持的官方工坊中製作完成。將此克利夫蘭館藏造像與Speelman所藏之例相比較，幾乎可肯定二者由同一工坊製作：佛陀造型神態、佛坐圓台之樣式、纏枝花卉紋飾之精美風格、袈裟褶皺、五官處理等方面皆表現出極相似之處。

元代亦有使用其它材料製作的相似人物像，例如木像，可參考一尊元代鑲金佛陀苦修木像，藏於倫敦大英博物館（1969.0722.1）；一件位於伯明罕藝術博物館（1979.316）；一尊元代漆金木像，現藏於普林斯頓大學藝術博物館（y1972-16）；元代十三世紀末或十四世紀初漆金木像，位於底特律藝術學院（圖2；29.172）；一件小型木像，於康乃爾大學赫伯特·約翰遜藝術博物館內（90.031）。此外亦有一件元代漆金佛陀苦修像，可參閱 O. Siren 著《Chinese Sculpture from the Fifth to the Fourteenth Century》，卷二，倫敦，1925年，圖版620。

具有類似面部表情的相關佛教人物在元代繪畫中亦多有出現。例如，普林斯頓大學藝術博物館收藏的一幅描繪佛陀苦修的畫作（圖3；y1946-177），台北故宮博物院藏觀世音菩薩像（K2A002068N000000000PAA）與文殊菩薩像（K2A002066N000000000PAA），以及一幅釋迦牟尼像，藏於克利夫蘭藝術博物館（1987.75）。

悉達多·喬達摩王子二十九歲之時捨己之地位與財富，離開家鄉，尋求開悟。他師從阿羅邏伽藍，達「無所有處定」之境，后跟隨鬱頭藍弗修行，達「非想非非想處天」。然而，這些既沒有使悉達多解脫困苦，亦不能令他滿意。因此，這位未來佛陀遵循嚴酷的戒律，苦行齋戒，希望淨化消除世間一切慾望與煩惱，超越對物質世界的萬種執著。據說，一位牧羊女看到他的情況，誤認為他是樹精，並送予他一些乳糜。他感到自己重獲新生，另闢蹊徑於一條極端禁慾主義和物質享樂主義之間的「中道」。然後，他前往菩提伽耶，於菩提樹下鋪設吉祥草，跏趺而坐，發願留在此地絕不起身，直到開悟得無苦的生活之道，證得佛果。

元代將佛陀描繪為苦修者的形象，在此尊Speelman珍藏與克利夫蘭博物館館藏中均有體現，其最顯著之處在於枯瘦腿腳上清晰的筋脈與肌肉，以及前臂和細長的手，亦體現在長袍裹身的褶皺中。這與犍陀羅藝術中更為形銷骨立的表現形式構成鮮明對比，例如紐約大都會藝術博物館館藏三至五世紀犍陀羅片岩齋戒佛陀像（1987.218.5）。兩尊元代佛陀像衣著華麗，其表面明亮的鑲金更增非凡氣質，示其出身王室，與衣著下枯敗的身軀並置，充滿張力。更為微妙的是，裸露的雙腿與前臂，給予觀者時空以想像此位沉思之人的憔悴之景。

Speelman珍藏與克利夫蘭博物館館藏之苦修像皆為無可爭議的傑作，更體現在其作為雕塑本身之美感。釋迦牟尼左腿豎直，與水平的右腿垂直，形成視覺對比——此種效果的實現在Speelman藏品中尤為出色：因為長袍新月形的尾部襯托，為造像之極美。兩件藏品中，佛陀左腳皆略伸出於圓台之外，豐富了人物的生動與立體感，同時令人像的豎直感與底座之弧形形成對比，賞心悅目。佛陀雙手修長，冥想之中神情寧靜，使造像神韻更為渾然天成，令人嘆為大師之傑作。







3

A THANGKA OF SHAKYAMUNI BUDDHA

WEST TIBET, 13TH CENTURY

Distemper and gold on cloth; verso with the outline of a stupa in red ink.

Himalayan Art Resources item no. 2808

Image: 42 x 40 cm (16 1/2 x 15 3/4 in.);

With silks: 78 x 48 cm (30 3/4 x 18 7/8 in.)

HKD1,000,000 - 1,500,000

Published

S.V.D. Schulenburg, E. Hessel, K. Schmidt, M. Wagner (eds.), *Buddha*, Museum Angewandte Kunst Frankfurt am Main, Cologne, 2015, cat. no. 87.

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 360-1, no. 153.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

釋迦牟尼唐卡

藏西 十三世紀

布面設色並金彩；背面繪紅色佛塔線稿

著錄

S.V.D. Schulenburg, E. Hessel, K. Schmidt 及 M. Wagner 編，《Buddha》，Museum Angewandte Kunst Frankfurt am Main, 科隆，2015年，圖錄編號87

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁360-1，編號153

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日



Seated on a lion throne and encircled by rings of prismatic light is the Buddha Shakyamuni, who is seen here with his right hand in the touching earth gesture (*bhumisparsa mudra*). Standing on the left is Maitreya, the white-skinned bodhisattva who loosely suspends a waterpot from his hand, and on the right, the yellow-skinned Manjushri with a tendril and flower over his right shoulder. Mythological animals adorn the throne, including two elephants, two *vyalas*, two wild geese holding golden vines, and a winged Garuda at the apex. The register behind the throne shows two projecting branches alluding to the bodhi tree under which the Buddha attained enlightenment. A small congregation of eighteen monks joins the Buddha, located in the upper portion of the thangka, each encased in a red throne back and holding various mudras. Twelve worldly guardians feature in the tier beneath the lotus-lion throne. They symbolize the all-encompassing power to repel evil and bestow wealth to devotees, each holding various attributes including a noose, sword, battle-axe, and *khatvanga*.

The art of Kashmir and eastern Nepal influenced the style of this painting from West Tibet. The treatment of the figures' heavy eyelids and the long braided locks trailing down the bodhisattvas' shoulders follow Kashmiri attributes comparable to sculptural examples including one circa 10th Avalokiteshvara (von Schroeder, *Buddhist Sculptures in Tibet*, Vol. I, 2001, p. 183, no. 53B). The influence of Nepalese manuscript pages appears in the blue background peppered with floating flowers, the multi-lobed crown of the bodhisattvas, and the floral decorations along the Buddha's robe. Influential prototypes of Buddhist deities are illustrated on a Nepalese manuscript of the 11th century (fig. 1; The Metropolitan Museum of Art, New York, 1976.192.1, .2).

The syncretic style of West Tibet is primarily associated with the Guge kings who ruled the region beginning in the 10th century. A painting in the Cleveland Museum of Art (fig. 2; 2000.68) from western Tibet, attributed to the 12th century, depicts Amitabha with an almost identical facial type and styling of hair to the Buddha in this thangka. The flanking bodhisattvas in both images show a similar treatment of their hair and body posture. The art of Mustang, in modern-day Nepal, shares several idioms with that of West Tibet. A mural of the Buddha in Luri cave (HAR 47545) features a similarly shaped hem across the Buddha's chest and triangular projections along the throne back. The similarities between this Buddha and the Cleveland and Mustang examples articulate the emergence of a style that builds on its early Kashmiri influences while incorporating elements of the broadly known Newar influences in Tibet.



Fig. 1
Pair of Manuscript Covers with Buddhist Deities
Nepal, late 11th century
2 1/8 x 22 1/8 in. (5.4 x 56.2 cm), each
The Metropolitan Museum of Art, New York (1976.192.1, .2)

圖1
彩繪佛教神像護經板一對
尼泊爾，十一世紀末
各 2 1/8 x 22 1/8 英寸 (5.4 x 56.2 厘米)
大都會藝術博物館，紐約 (1976.192.1, .2)



釋迦牟尼於獅座上結全跏趺而坐，周身圍繞絢麗光環，右手結觸地印，莊嚴殊勝。佛陀右手旁為彌勒，膚色皎潔，其手鬆握一寶瓶，另一側則為文殊菩薩，膚黃色，藤蔓與花朵依右肩蔓延而升。寶座背光以神聖生靈為飾，包括兩尊大象、兩隻耶利、兩隻銜金藤之白禽，以及位於頂端展開雙翼的金翅鳥迦樓羅。兩根樹枝自寶座後方伸出，暗喻釋迦牟尼在菩提樹下成佛。十八位僧侶與佛祖共座，排列於唐卡的上方。各僧侶皆由紅色法座背光圍繞，手中結印各異。蓮花獅座下方有十二位護世者，象徵為信徒驅邪除惡、護持財富的無所不能之力。各護世者持握不同法器，如索、劍、斧和天杖喀章嘎。

克什米爾與尼泊爾東部藝術影響著此幅藏西唐卡之風格。人物眼瞼厚重，長髮結縷並垂落菩薩肩頭，皆遵循克什米爾特徵，可與一尊約十世紀之觀音像相對照（von Schroeder, 《Buddhist Sculptures in Tibet》，卷一，2001年，頁183，編號53B）。尼泊爾經書的影響則體現在平鋪花朵的藍色背景、文殊與彌勒二菩薩之多葉寶冠以及佛陀長袍上的花卉裝飾。現存一件十一世紀尼泊爾經書，即繪有對後世頗具影響力的佛教眾神祇的原型（圖1；大都會藝術博物館，紐約，1976.192.1, .2）。

藏西藝術的融合性風格主要與十世紀始統治該地區的古格王朝有關。克利夫蘭藝術博物館現藏一幅定為十二世紀之佛教畫作（圖2；2000.68），所繪無量光佛與此唐卡中的佛陀有著幾乎相同的面部和髮型。兩側協侍菩薩之頭髮和身體姿勢之處理均有相似之處。位於現今尼泊爾的木斯塘地區的藝術風格與藏西多有共同之處。盧立洞（Luri；喜馬拉雅藝術資源網47545號）中的一幅佛陀壁畫亦帶有胸前而過的相似衣緣和寶座背光外緣的三角突起。此拍品與克利夫蘭館藏以及木斯塘壁畫之間的相似之處清楚地表明著一種獨特風格的出現，其最初建立於早期克什米爾的影響之上，同時融入了在西藏廣為人知的紐瓦爾細節。



Fig. 2
Seated Amitabha with Attendants
West Tibet, circa 1100s
Gum tempera and ink on sized cotton
Image: 30 13/16 x 24 3/4 in. (78.2 x 62.9 cm)
The Cleveland Museum of Art (2000.68)

圖2
無量光佛坐像及隨侍
藏西，約十二世紀
布面設色
畫心：30 13/16 x 24 3/4英寸（78.2 x 62.9厘米）
克利夫蘭藝術博物館（2000.68）





4

A GILT COPPER ALLOY FIGURE OF MAITREYA

CENTRAL TIBET, 11TH/12TH CENTURY

Himalayan Art Resources item no. 2805

49.3 cm (19 3/8 in.) high

HKD4,000,000 - 6,000,000

**The result of Oxford thermoluminescence test number N207f28 (23 October 2007)
is consistent with the dating of this lot.**

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 352-3, no. 149.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Acquired in New York, 2007

銅鑲金彌勒像

藏中 十一/十二世紀

本拍品經牛津熱釋光檢測（編號 N207f28；2007年10月23日），結果與其斷代相符。

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha: 2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁352-3，編號149

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

入藏於紐約，2007年



This exceptionally rare sculpture of Maitreya stems from a period marking both an early revival of Buddhism in Tibet and a formative phase in Tibetan Buddhist art. Half a meter tall, the lithe figure would have likely formed a triad for a shrine, with Buddha Shakyamuni flanked by the two bodhisattvas, probably Avalokiteshvara and this Maitreya. Framed by prominent upswept crown ribbons and regal locks descending to the shoulders, the portrait's blend of Indian and Tibetan physiognomy results in a handsome, dignified countenance. The Great Bodhisattva of Loving Kindness has a strong, lissome physique. The right foot is cast slightly forward, its toes extending beyond the lotus pedestal, a nuance that heightens the figure's *contrapposto* and is repeated in other Central Tibetan bronzes of the 11th/12th century. A sinuous sacred cord draped over his left shoulder and a jeweled pendant descending across his right inner thigh accentuate his swayed posture. Maitreya, who is also revered as the Buddha of the Future, displays the teaching gesture (*vitarka mudra*) with his right hand raised toward the viewer while resting the left by his side. Rising from the base, a lotus stem winds by his left flank and blooms a water pot by his shoulder. One unfurled leaf lingers, cradling the vessel as if to prevent it from falling away from Maitreya's side. This inspired bronze is stylistically akin to a mere handful of other sculptures surviving from this formative period. Given its complete iconography and gilded luster, it is undoubtedly among the best-preserved examples.

This impressive figure shares numerous characteristics with the artistic program of a series of monuments in Central Tibet produced in the 11th century. These projects, located at Shalu, Nyethang, Yemar, Kyangpu, and Drathang (hereafter, the “Shalu-Drathang group”), were undertaken at the onset of the Second Diffusion of Buddhism in Tibet (c. 978-1100). The delicate floral patterns lightly chased within the sculpture's diaphanous lower garment are the first elements associated with the Shalu-Drathang group. Derived from Indian textile designs, similar motifs appear on the *dhoti* of a c. 12th-century bronze Pala bronze of Maitreya at a temple in Nyethang (Henss, *The Cultural Monuments of Tibet*, vol. I, 2014, p. 265, no. 395; also published in von Schroeder, *Buddhist Sculptures in Tibet*, vol. I, p. 315, no. 108B). Nyethang served as the first sanctuary for the relics of Atisha (982-1054), a *pandit* from northeastern India who was one of the greatest masters of Indo-Tibetan Buddhism and the foremost representative of the Second Diffusion in Tibet. The Nyethang Maitreya is cast in the Pala-Sena style of northeastern India (11th/12th centuries). It is thought to have either been brought from India or made by an Indian artist working *in situ* (Henss, op. cit., vol. I, 2014, p. 266). The daisy-like roundels in its lower garment are mirrored in half rosettes across the present figure's lower thigh. The motif is found elsewhere across the Shalu-Drathang group. For instance, it covers the princely garb of a bodhisattva at Drathang (fig. 1).



Fig. 1
Detail of a wall painting with a bodhisattva dressed in princely garb
Drathang, Ü region, Central Tibet, 1081-93
© Thomas Laird, 2018. From 'Murals of Tibet', TASCHEN

圖1
王子裝菩薩像壁畫局部
扎塘，藏中，1081-93年
© Thomas Laird, 2018年，出自《Murals of Tibet》，TASCHEN



Produced between 1081-93, the murals of Drathang correlate closely to the present lot. Inspiration from the Pala-Sena style is apparent throughout. For example, while the present Maitreya's handsome face has a squarer, more Tibetan physiognomy than Buddhist bronzes made in India around the 11th century, his mouth, eyes, and brow mimic features of the Pala style—a combination present throughout the host of bodhisattvas painted at Drathang. Compare the treatment of the plump lower lip and recessed rounded corner of the smile of a painted Maitreya (fig. 2). The present sculpture also adopts the undulating upper lid and prominent pupil of Maitreya's eye, as well as his sinuous brow with upturned ends. The largest band within this Maitreya's dhoti is decorated with intricate floral scrolls eschewing from the tails of a sacred goose (*hamsa*) on the left and of mythic makara on the right. The hamsa holds a string of beads in its beak, a motif directly borrowed from Pala art, which can be seen stone steles of Brahma, for instance, and an 11th-century painted palm-leaf manuscript cover depicting Prajnaparamita located in the Bodleian Library, Oxford (MS. Sansk. A.7; Barrett, *Painting of India*, 1963, p. 52). Created by an artist who closely understood the Pala tradition, this large and beautiful gilded Maitreya provides a rare glimpse into the formative period of the Second Diffusion, when Tibet revived its patronage of Buddhism.

This figure compares favorably to another, slightly later, Tibetan bronze redolent of the Pala style, also cast as a gilded figure on a coppery, non-gilded base, and which is preserved in the Potala Palace Collection, Lhasa, and published in von Schroeder, *Buddhist Sculptures in Tibet*, Vol. 2, 2003, no. 251A.



Fig. 2
Detail of a wall painting with Maitreya (face)
Drathang, Ü region, Central Tibet, 1081-93
© Thomas Laird, 2018. From 'Murals of Tibet', TASCHEN

圖2
彌勒菩薩像壁畫局部（面部）
扎塘，藏中，1081-93年
© Thomas Laird, 2018年，出自《Murals of Tibet》，TASCHEN



此尊極為罕見之彌勒菩薩像出自一段佛教之早期復興與藏傳佛教藝術形成的時期。佛像體態柔美靈動，高達半米，應曾為一神龕中的一佛二菩薩三尊像之一，或與觀世音菩薩分別立於釋迦牟尼佛身側。佛像融合了印度與西藏的相貌，在向上飛揚的頭冠飾帶和垂至肩部的華貴長髮相襯托之間，呈現出英俊莊嚴的面容。彌勒菩薩以大慈度眾，體格強健，身姿頎長俊秀。其右腳微微前傾，腳趾踏出蓮台之外，這一細微精妙的移動感令其更見對立平衡式的姿態之美，且在十一至十二世紀藏中地區其他造像中亦有體現。一條流轉的聖綫垂掛於左肩，寶石珠串落於右腿前，烘托其搖擺之姿。彌勒亦是未來佛，其右手向觀者舉起，結說法印，左手則自然垂於身側。一根蓮花莖自底部蜿蜒升起於其身左側，於左肩之花心處結一寶瓶。蓮花一葉舒展向上，托住寶瓶，彷彿是為防止寶瓶掉落。此尊造像與其他屈指可數的幾尊造像共同屬於佛教藝術發展的關鍵時期，具有標誌性的意義。鑑於其完整的圖像以及柔美的鎏金光澤，無疑為此中保存最完好的造像之一。

此像與十一世紀西藏中部一系列宗教聖地之佛教藝術有諸多共同之處。這些古老的寺廟造像群，即夏魯寺、聶唐寺、葉瑪寺、康普寺與扎塘寺（「夏魯-扎塘」寺廟群），興建於藏傳佛教後弘期的開端(公元978-1100年)。輕柔細密的下衣刻精緻花卉圖案，是此彌勒與「夏魯-扎塘」寺廟群相聯繫的明顯特徵之一。這種圖樣源自印度織物設計，類似圖案出現於聶唐寺一尊約十二世紀帕拉風格彌勒銅像的天衣上（Henss, 《The Cultural Monuments of Tibet》，卷一，2014年，頁265，編號395；亦發表於von Schroeder, 《Buddhist Sculptures in Tibet》，卷一，頁315，編號108B）。聶唐為阿底峽尊者（982-1054年）舍利的第一個供奉之處。阿底峽為印度東北部的一位班智達，亦是印度及西藏最偉大的高僧之一，被視為藏傳佛教後弘期最重要的代表人物。聶唐寺彌勒像沿用印度東北部帕拉-色那風格（十一/十二世紀），或是從印度被人帶至西藏，或由一位印度藝術家於當地創作（Henss, 同上，卷一，2014年，頁266）。另外，其天衣中的雛菊團窠案與此尊彌勒像大腿處所見的半圓花形圖樣遙相呼應。該圖案在「夏魯-扎塘」寺廟群他處亦有出現，例如一位扎塘寺菩薩像之王子裝上（圖1）。

創作於1081-1093年間的扎塘寺壁畫與本拍品密切相關。來自帕拉-色那風格之靈感貫穿始終。例如，與十一世紀左右印度佛教銅像相比，本尊彌勒英俊的臉龐具有更為方正、更接近藏式的相貌，但他的嘴部、眼睛和眉毛卻模仿帕拉特徵——這一組合在扎塘的眾多菩薩畫像中皆有體現。可參考一幅彌勒畫像的豐滿下唇與微笑時嘴角處凹陷的處理（圖2）。此尊彌勒像亦採用波浪般起伏的上眼瞼與醒目的瞳孔，以及細長而彎曲、眉梢上翹的眉形。托蒂中最大的一條飾帶裝飾著複雜的花卉捲葉，如自靈鳥桓娑尾巴盤旋而出，右側與之呼應之神獸則為摩竭。桓娑嘴銜珠串，此圖案借鑒自帕拉藝術，可見於梵天石碑，以及位於牛津博德利圖書館繪有般若佛母的十一世紀彩繪貝葉經封面（MS. Sansk. A.7；Barrett著，《Painting of India》，1963年，頁52）。此尊巨大而優美的銅鎏金彌勒像無疑由一位對帕拉傳統頗有了解的藝術家製作，令人們罕有地得以一觀佛教後弘期——那段佛教於西藏得以弘揚的歷史。

此拍品與另一件稍晚的帕拉風格西藏銅像相比，顯得更為精美，該同稍晚之例同樣為鎏金像置於未經鎏金的底座之上，存於拉薩布達拉宮，著錄於von Schroeder之《Buddhist Sculptures in Tibet》，卷二，2003年，編號251A。





5

A GILT COPPER ALLOY FIGURE OF PADMAPANI LOKESHVARA AND HAYAGRIVA

CENTRAL TIBET, DENSATIL MONASTERY, CIRCA 1267

Himalayan Art Resources item no. 2804

27 cm (10 5/8 in.) high

HKD3,000,000 - 5,000,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 328-9, no. 137.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Bodhicitta Inc., New York, 2007

銅鎏金蓮華手觀音及馬頭明王像

藏中 丹薩替 約1267年

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編, 《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces 》, 弗爾克林根, 2016年, 頁328-9, 編號137

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces 」, 弗爾克林根, 2016年6月24日至2017年2月19日

來源

Bodhicitta Inc., 紐約, 2007年





This gilded sculpture is one of the finest Densatil bronzes ever appearing at auction. The Great Bodhisattva of Compassion, Avalokiteshvara, and his attendant Hayagriva share a lotus base with an auspicious vase-of-plenty (*purna kalasha*) placed between them. Avalokiteshvara stands in a sinuous, thrice-bent pose (*tribhanga*), holding a container housing a lotus flower, while another blooms by his left shoulder. Horse-headed Hayagriva sits cross-legged beside him with a pot belly and a plucky countenance, reminding us that in a Tantric context, wrathful imagery is not meant to represent anything malign but to express the invincible power and compassion of Buddhism's divine guardians.

Bearing close affinity to Nepalese sculpture, the bronze is testament to the involvement of renowned Newari artists in producing the first of Densatil monastery's glorious *tashi gomang* monuments. Housing eight such stupas, each a towering sculptural ensemble of more than 2,000 gilded deities, Densatil's central hall was one of the tremendous artistic wonders of Tibet. The present sculpture exemplifies these monuments' unique and fascinating iconography and the highest quality of sculptural production for Densatil, surviving in near-pristine condition.

Newari artisans headed the creation of Tibet's first tashi gomang stupa in 1208 upon being invited to Drigung monastery by its founder, Jigten Sumgon Rinchen Pel (1143-1217), who also co-founded Densatil. Rinchen Pel tasked the Newar master, Manibhadra, with supervising the construction of his shimmering vision of a sacred mountain wherein the Tantric deity Chakrasamvara presided over a heavenly palace surrounded by a retinue of 2,800 deities (Proser & Czaja (eds.), *Golden Visions of Densatil*, 2014, p. 29). The figure exhibits many traits of sculpture from Nepal. It is cast in copper alloy and richly gilded. The finely wrought jewelry is inset with gems. The bodies are delicate, with diminutive proportions and elegant, sensuous poses for which the sculpture of Nepal is renowned. A 13th-century Nepalese masterpiece of Standing Avalokiteshvara in the Rubin Museum of Art, New York (fig. 1), offers compelling similarities with its figural modeling, jewelry, and pleated garments. See also a roughly contemporaneous sculpture of Shadakshari Lokeshvara produced for Khasa Malla rulers, who were important patrons of Newari artisans and Densatil at this time (fig. 2; Bonhams, New York, 16 March 2015, lot 5). It is clear from these hallmarks of exquisite craftsmanship in the present bronze and others like it that the Newars were called upon once again to construct the first tashi gomang stupa at Densatil in 1267.

Other sculptures attributed by Estournel to Densatil's first tashi gomang are closely related to the present bronze (see Estournel, "About the 18 Stupas and Other Treasures Once at the Densatil Monastery", in *asianart.com*, 2020). For example, two gilded figures of Acala share the same type of lotus petals, jewelry, and figural modeling, clearly indicating the same workshop made them. The first is in the Rietberg Museum, Zurich (fig. 3). The second is in the Potala Palace Collection, Lhasa (see von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, 2001, p. 1038, no. 259A or Estournel, 2020, fig. 34). Also, see a figure of Vajrasphota in a private Asian collection (Estournel, 2020, fig. 5). Finally, another refined and closely related standing bodhisattva, sold at Koller Auction, Zürich, 13 June 2017, lot 127 and now in the Robert H. Blumenfeld Collection (fig. 4) would have resided on the same monument as this Avalokiteshvara and Hayagriva pairing.



Fig. 1
Bodhisattva Avalokiteshvara
Gilt copper alloy with semiprecious stone inlay
Nepal, 13th-14th century
41 cm (16 1/8 in.) high
Himalayan Art Resources item no. 65430
Rubin Museum of Art, New York (C2005.16.8)

圖1
觀音像
銅鑲金，鑲嵌半寶石
尼泊爾，十三至十四世紀
高41厘米（16 1/8英寸）
喜馬拉雅藝術資源網65430號
魯賓藝術博物館，紐約（C2005.16.8）



Fig. 2
A gilt copper alloy figure of Avalokiteshvara
Nepal, Khasa Malla region, 13th/14th century
23.8 cm (9 3/8 in.) high
Bonhams, New York, 16 March 2015, lot 5

圖2
銅鑲金觀音像
尼泊爾，卡薩馬拉地區，十三/十四世紀
高23.8厘米（9 3/8英寸）
邦瀚斯，紐約，2015年3月16日，拍品5

Hayagriva's delightful appearance as a cheery dwarf-like nature spirit (*yaksha*) accompanying Avalokiteshvara is an example of Densatil's unique iconographic program. The subject conforms to the earliest Indian depictions of the deity before Hayagriva was transformed into a central tantric deity in his own right by the mid-7th century (Buswell & Lopez, *The Princeton Dictionary of Buddhism*, 2014, p. 1179). Eventually becoming a meditational deity (*vidam*), in most other cases in Tibetan art, Hayagriva appears as a terrifying wrathful deity. Thus, this sculpture provides a scarce opportunity to collect a uniquely harmonious rendition of this key subject.

Whereas particular texts informed most artistic renditions of Tibetan Buddhist deities, Densatil's tashi gomang stupas were uniquely inspired by a vision of one of the monastery's founders. At his own Drigung monastery, Jigten Sumgon Rinchen Pel wanted to place the reliquary of his beloved teacher, Phagmodrupa (1110-70 CE), on top of the glorious spectacle of Chakrasamvara's celestial abode. The monument's multitude of deities drew on many Mahayana and Vajrayana traditions, which otherwise might not appear alongside one another; it has been described as a 'mandala of mandalas.' The eight tashi gomang of Densatil followed Rinchen Pel's initial model.

An early 13th-century text charting the iconography of Drigung and Densatil's tashi gomang allows for a concrete identification of this bronze's subject and its original location on the monument. The text describes Avalokiteshvara as "holding a pure lotus in the hand" while Mahakrodha Sri Hayagriva holds a stick (after Czaja, *Medieval Rule in Tibet*, 2013, vol. 1, p. 527). The sculpture would have flanked the left side of a central Buddha positioned on the western face of the stupa's fourth tier. The fourth tier depicted a celestial host headlined by the Eight Great Bodhisattvas, each joined by an attendant, on either side of four central Buddhas in each cardinal direction.

Other bronzes, depicting Bodhisattva Nivaranaviskambhin with Takkiraja and Vajrapani with Acala, likely joined the present sculpture on the same tier of Densatil's first tashi gomang (see 西泠印社拍賣 [Xiling Seal Society Auction Co.], Hangzhou, 17 December 2016, lot 3800 and HAR 23151, respectively). The present sculpture is the most prized, having more sensuous figural modeling and its remaining intricately cast vase-of-plenty. Meanwhile, all three compare favorably to several other bodhisattva-with-attendant pairings known from Densatil's other tashi gomang stupas produced over 150 years approximately (see Jin Shen, *Eternal Wisdom: Collection of Gilt-Bronze Buddhist Sculptures from the Hall of Harmony*, 2011, nos. 144-7; Huang Chunhe, *Studies on History of gDan-sa-mthil Monastery of Tibet*, Beijing, 2016, pp. 167 & 385; and Estournel, 2020, figs. 27, 73, 108, 277 & 322-4; or HAR 8717, 44480, 49410 & 56989).



Fig. 3
A gilt copper alloy figure of Acala
Tibet, Densatil monastery, circa 1267
30 cm (11 3/4 in.) high
Berti Aschmann Collection, permanent loan in
the Museum Rietberg, Zurich (BA 116)
© Museum Rietberg, photographer: Rainer
Wolfsberger

圖3
銅鑲金不動明王像
西藏，丹薩替，約1267年
高30厘米（11 3/4英寸）
Berti Aschmann 珍藏，永久借展於瑞特堡博
物館，蘇黎世（BA 116）
© 瑞特堡博物館，攝影師 Rainer Wolfsberger



Fig. 4
A gilt copper alloy figure of a standing
bodhisattva
Tibet, 14th century
27 cm (10 5/8 in.) high
The Robert H. Blumenfield Collection

圖4
銅鑲金菩薩像
西藏，十四世紀
高27厘米（10 5/8英寸）
Robert H. Blumenfield 珍藏



此銅鑲金像為拍賣上出現過的最為精美的丹薩替造像之一。大慈大悲觀世音菩薩與其隨侍馬頭明王共立處同一蓮台，之間為一個吉祥寶瓶。觀世音菩薩以柔美的三折姿站立，手持一物，其中蓮花盛開，另一朵蓮花則綻放於觀音左肩。馬頭明王盤腿安坐於觀音身側，大腹便便，面容英勇，神采飛揚，提醒著觀者：在密宗的語境中，忿怒尊所示並非凶神惡煞，而是神聖的佛教護法之無上力量與無盡慈悲。

此像與尼泊爾造像傳統緊密相連，佐證著聞名遐邇的紐瓦爾藝術家曾參與丹薩替寺第一座輝煌的吉祥多門塔「Tashi Gomang」的偉大營造。丹薩替的大殿中，八座佛塔巍然矗立，每塔皆有 2000 逾尊鑲金佛像，成為西藏史上最恢弘的藝術奇蹟之一。此尊造像正生動地呈現著壯觀無比的丹薩替吉祥多門塔獨特而極富魅力的深奧圖像，以及以近乎完美之品相而流傳至今的登峰造極的造像工藝。

1208 年，紐瓦爾藝術家們應其直貢寺創建者吉天頌恭仁欽貝（1143-1217 年）之邀前來其寺，領導西藏第一座吉祥多門塔的建造。仁欽貝亦為丹薩替寺創寺祖師之一，將重任委託予紐瓦爾大師摩尼跋陀羅以督造一座其構建的金光燦然的聖山，幻現密宗本尊勝樂金剛之壇城如天宮，環繞於 2800 尊神祇之中（Proser 及 Czaja 編，《Golden Visions of Densatil》，2014 年，頁 29）。此像展現尼泊爾造像的諸多特徵，由紅銅合金鑄造並施以厚厚鑲金。各色寶石鑲嵌著各樣珠寶飾物。人物身形柔美，優雅玲瓏，正是尼泊爾造像所為人喜愛之曼妙靈動。紐約魯賓藝術博物館藏一尊十三世紀尼泊爾觀音立像（圖 1），二尊相近處令人讚歎，身形塑造、珠寶及堆褶天衣皆如出一轍。另有一尊大致同時期之四臂觀音像，為卡薩馬拉統治者而造——他們正是紐瓦爾以及與丹薩替寺重要的供養人（圖 2；邦翰斯，紐約，2015 年 3 月 16 日，拍品 5）。此拍品及其相似銅像共同呈現無比精湛之紐瓦爾工藝一目了然，紐瓦爾人應確於 1267 年再次受邀為藏地興建吉祥多門塔——此次是為丹薩替所造。

其他 Estournel 認為可歸為丹薩替第一座吉祥多門塔之造像則與此拍品緊密相關（見 Estournel，「About the 18 Stupas and Other Treasures Once at the Densatil Monastery」，asianart.com，2020 年）。例如，兩尊不動明王像底座之蓮瓣、珠寶、以及人物身形均遵循相同風格，顯然出自同一工坊之手。其中一尊藏於蘇黎世瑞特堡（Rietberg）博物館（圖 3），另一尊則位於西藏拉薩布達拉宮（見 von Schroeder，《Buddhist Sculptures in Tibet》，卷二，2001 年，頁 1038，編號 259A；或 Estournel 之文章，2020 年，圖 34）。另可參閱一尊亞洲私人收藏中的金剛鑲菩薩像（Estournel，2020 年，圖 5）。此外，Robert H. Blumenfield 珍藏中有一尊精美且極為相似之菩薩立像，應與此對觀音與馬頭明王像曾立於同一靈塔之上（圖 4；此造像於 2017 年 6 月 13 日由蘇黎世 Koller 拍出，拍品 127）。

馬頭明王慙慙可掬，如矮小的精靈，活靈活現。而將馬頭明王與觀音並列而造，為丹薩替寺獨有的圖像學創造之一例證。這一樣式與早期印度記錄相符，而後馬頭明王於七世紀中期前便已成為密宗中的一位本尊（Buswell 及 Lopez，《The Princeton Dictionary of Buddhism》，2014 年，頁 1179）。馬頭明王最終成為重要的觀想本尊，因而在絕大多數的西藏藝術中，呈現為攝人心魄的忿怒相神祇。這尊造像亦成為對這一主題之獨特而和諧的呈現，無比珍罕。

藏傳佛教神祇之藝術形象之創造幾乎皆依循某一具體文本典範，然而丹薩替之吉祥多門塔卻獨一無二地依一位創寺祖師之觀想願景而興造。在其直貢寺，吉天頌恭仁欽貝願將尊師帕木竹巴（1110-70 年）之聖物安置於輝煌的勝樂金剛壇城之頂。這座宏偉構造的多重神祇體系呈現諸多大乘佛教及金剛乘佛教之傳承，除此語境外或不會如此相鄰而列，構成被描述為「壇城之壇城」的吉祥多門塔。最終，八座靈塔實現了仁欽貝的初始的構想。

一份十三世紀時對直貢與丹薩替之吉祥多門塔之記述，令此尊造像之題材以及在靈塔之原本位置得以清晰確知。此舊檔描述觀音手持純淨蓮花，而馬頭明王則手持短杖（Czaja，《Medieval Rule in Tibet》，2013 年，卷一，頁 527）。此造像原應位於吉祥多門塔面西之第四層，自左側烘托著中央佛陀像。第四層造像再現八大菩薩之天宮眷屬，每一尊皆有隨侍，分別位於四面中央佛陀之兩側身旁。

可能與此尊造像同出自第一座吉祥多門塔此層之例，則有一尊除蓋障菩薩與欲帝明王造像，以及另一尊金剛手菩薩與不動明王造像（分別為西泠印社拍賣，杭州，2016 年 12 月 17 日，拍品 3800，以及喜馬拉雅藝術資源網 23151 號）。此尊 Speelman 珍藏之觀音與馬頭明王像無比珍罕，身形展現出鮮有可比的柔美風格，碩大寶瓶亦華麗細緻。上述三尊造像所展現之工藝水準，更勝於諸多丹薩替寺此後一百五十年間其他靈塔之菩薩與協侍造像（可參考金申，《智慧無限：合緣堂藏金銅佛像》，2011 年，編號 144-7；黃春和，《西藏丹薩替寺歷史研究》，北京，2016 年，頁 167 及 385；Estournel，2020 年，圖 27，73，108，277 & 322-4；或喜馬拉雅藝術資源網 8717，44480，49410 & 56989。）





6

A MASSIVE IMPORTANT GILT COPPER ALLOY FIGURE OF AVALOKITESHVARA

CHINA, SONG/MING DYNASTY

61 cm (24 in.) high.

HKD8,000,000 - 12,000,000

**The result of Oxford thermoluminescence test number C299d6 (8 October 1999)
is consistent with the dating of this lot.**

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 168-169, no. 57.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Acquired from a European Private Collection, circa 1980s

銅鑲金觀音像

宋/明

本拍品經牛津熱釋光檢測（編號C299d6:1999年10月8日），結果與其斷代相符。

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編，《Buddha : 2000 Years of Buddhist Art, 232 Masterpieces》，弗爾克林根，2016年，頁168-9，編號57

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」，弗爾克林根，2016年6月24日至2017年2月19日

來源

歐洲私人收藏，約1980年代入藏





Fig. 1
The bodhisattva Avalokiteshvara (Guanyin) with four heads
China, Ming dynasty (1368–1644)
Bronze with gilding
55.2 cm (21 3/4 in.) high
Asian Art Museum of San Francisco, The Avery Brundage
Collection (B60S543)
Photograph © Asian Art Museum of San Francisco

This imposing gilt-bronze figure of Bodhisattva Avalokiteshvara is exceptionally rare, with one other similar example preserved in the Avery Brundage Collection in The Asian Art Museum, San Francisco (B60S543), illustrated by R.-Y. Lefebvre d'Argencé, (ed.), *Chinese, Korean and Japanese Sculpture in the Avery Brundage Collection*, 1974, pl. 159, fig. 4. The Avery Brundage example, dated to the Ming dynasty and on view at the museum, is slightly smaller, measuring 55.2 cm high, compared to the Speelman Bodhisattva, measuring 61 cm high. The form and modelling, casting style, and sculptural details, as well as workmanship, are all nearly identical; this is also apparent in the elaborate jewellery adorning the figures and treatment of the finely incised decoration on the robe and lower garment- demonstrating the two figures were almost certainly made in the same workshop and likely by the same master craftsman. The Speelman Bodhisattva is, however, more complete, retaining the hair ornaments, dragon heads, and billowing sashes flanking the head.

The representation of dragon ornaments flanking the high coiffure, and finely decorating the lower garment, may possibly conflate the identities of Longnü and Avalokiteshvara in this figure. Longnü ('Nāga Maiden' or 'Dragon Girl') transformed into a perfected male Bodhisattva. In Mahayana Buddhism, Longnü noted in the 12th chapter of the *Lotus Sutra*, is described in her initial form, as follows:

"There is the daughter of the nāga king Sāgara who is only eight years old. She is wise; her faculties are sharp; and she also well knows all the faculties and deeds of sentient beings. She has attained the power of recollection. She preserves all the profound secret treasures of the Buddhas, enters deep in meditation, and is well capable of discerning all dharmas. She instantly produced the thought of enlightenment and has attained the stage of nonretrogression. She has unhindered eloquence and thinks of sentient beings with as much compassion as if they were her own children. Her virtues are perfect. Her thoughts and explanations are subtle and extensive, merciful, and compassionate. She has a harmonious mind and has attained enlightenment."

The Buddha's disciple Śāriputra does not believe that a woman can attain Buddhahood. The nāga maiden, therefore, goes on to offer a pearl to the Buddha, symbolizing her life and ego. When he accepts it, she is transformed into a perfected male Bodhisattva who has attained complete enlightenment.

The facial features of the Speelman and Brundage Bodhisattvas have been influenced by, and are in continuation of, related depictions dating to the 10th century. See, for example, an ink sketch of a Bodhisattva head, late Tang dynasty/Five Dynasties, 10th century, found in Dunhuang, Gansu Province, at the Bibliothèque nationale de France, Paris. This depiction of the three-part moustache and beard is particularly similar (see, *Chine: L'empire du trait. Calligraphies et dessins du Ve au XIXe siècle*, Bibliothèque nationale de France, Paris, 2004, no. 36a). Similarly, other elements such as the billowing scarves, multiple heads around the coiffure, scrolling headdress, and jewellery, are all closely related to those seen on cave paintings in Dunhuang, dated to the 8th-9th century; see *Collection of Paintings from the Dunhuang Library Cave: Paintings from the Western Regions*, vol. 1, p. 29; vol. 2, pp. 7 and 15; vol. 3, pp. 3, 8 and 13; and vol. 7, p. 19. The high coiffure may have been inspired by the Pāla style, circa 12th century. A further decorative feature is the incised dragon on the lower garment, which relates to depictions on *Ding* wares, such as the ones seen on a dish and a washer, published in *China at the Inception of the Second Millennium: Art and Culture of the Sung Dynasty, 960-1279*, Palace Museum, Taipei, 2000, nos. II-21 and III-17, fig. 5.





1
觀音像（鑄有四首）
中國，明（1368至1644年）
銅鑲金
高55.2厘米（21 3/4英寸）
舊金山亞洲藝術博物館，Avery Brundage珍藏（B60S543）
照片 © 舊金山亞洲藝術博物館

本尊造像造型碩大，莊嚴華麗，神韻祥和，為傳世罕見例子。類似的造像可參考布倫戴奇（Avery Brundage）收藏一例，現藏於美國舊金山亞洲藝術博物館（編號B60S543），見R.-Y.Lefebvre d'Argencé 編，《Chinese, Korean and Japanese Sculpture in the Avery Brundage Collection》，1974年，圖版159，圖4。館內展示的布倫戴奇所藏的明代例子，尺寸較小，高55.2厘米，本拍品則高61厘米。其形式風格，鑄造技巧，雕刻細節與本尊十分相仿。此外，觀音冠飾繁縟，瓔珞滿綴，衣服紋飾豐富細緻，反映兩者或為同一工場所造，甚至可能出自同一工匠。本尊造像整體裝飾猶存，仍可見其繁複工藝，實在難得。

此造像的髮髻兩側和衣裳下擺均出現了龍紋裝飾，很有可能是將龍女和觀世音菩薩結合來表達。龍女轉成男身，得道成佛。在大乘佛教中，其故事被記載於《妙法蓮花經》第十二品：

「有娑竭羅龍王女，年始八歲。智慧利根，善知眾生諸根行業。得陀羅尼。諸佛所說甚深秘藏，悉能受持。深入禪定，了達諸法。於剎那頃，發菩提心。得不退轉，辯才無礙。慈念眾生，猶如赤子。功德具足，心念口演，微妙廣大，慈悲仁讓，志意和雅。能至菩提。」

佛陀的弟子舍利弗不相信女人能成佛，因此龍女續向佛陀獻上一顆珍珠，象徵她的生命與「自我」。當佛陀接過珍珠，她便轉化為已成就佛道的男身菩薩相。

本拍品與布倫戴奇收藏的菩薩像的面部特徵都受到十世紀相關的塑造工藝影響，延續了該時期的風格。參考一件甘肅省敦煌出土的晚唐/五代，十世紀，菩薩首像水墨素描，現藏於法國國家圖書館。菩薩的唇上有兩撇鬍子，下巴留一撮細鬍，與本拍品所作相近，見《Chine: L'empire du trait. Calligraphies et dessins du Ve au XIXe siècle》，法國國家圖書館，巴黎，2004年，編號36a。通觀本像，刻畫自然，披肩飄逸，髮髻有三面觀音，冠飾瓔珞恬雅，與八至九世紀的敦煌壁畫的描繪互相呼應；相關例子可參考《Collection of Paintings from the Dunhuang Library Cave: Paintings from the Western Regions》，卷一，頁29；卷二，頁7及15；卷三，頁3、8及13；卷七，頁19。其細密且高挺的髮髻或受到帕拉王朝風格（約十二世紀）影響。此外，其衣擺下方刻有龍紋，類似的描繪還見於定窯瓷器，例如碟、洗，詳細可參考《千禧年宋代文物大展（960-1279）》，故宮博物院，台北，2000年，編號II-21及III-17，圖5。





7

A SILVER INLAID GILT COPPER ALLOY FIGURE OF MANJUSHRI

NEPAL OR TIBET, 14TH CENTURY

Himalayan Art Resources item no. 2807

29.3 cm (11 1/2 in.) high

HKD2,000,000 - 3,000,000

銅錯銀鑲金文殊菩薩像

尼泊爾/西藏 十四世紀



From the seat of a lotus throne, Manjushri, the Bodhisattva of Wisdom, turns his palms in the gesture that signifies turning the Wheel of Dharma. As the great teacher, he bears both the sword of *prajna*, or knowledge, and the *sutra* manuscripts of Buddhist teachings blossoming on lotus flowers beside each arm. Like the lotus flower that arises from which he sits, Manjushri cuts through ignorance to reveal an enlightened landscape. His bejeweled attire signifies his noble achievements, and while his body is adorned in luxury, his contemplative face is simple and serene.

This large gilt bronze representation of the wisdom deity pays tribute to the proficiency of Newari artists and ateliers of the Kathmandu Valley. The application of heavy gilding, the cabochon of inlaid semi-precious stones, broad shoulders, and cinched waist reveal hallmarks of a classic Newari sculptural style. The square forehead, which narrows and softens at the chin, the wide eyebrows over half-closed eyelids, and the modeling of the form, weighted with volume and intricate jewelry, are all distinguishable Newari features. Although abundant in ornamentation, Manjushri retains a restraint and balance of decoration, an accomplished skill perfected during the Early Malla period of the 13th and 14th centuries in Nepal. A far smaller Malla period Manjushri shares almost identical features to this figure, including crown type, earrings, lotus flowers, necklace design, diagonal sash, belt buckle, incised patterns, and large beaded rims along the base (fig. 1; Bonhams, Paris, 26 October 2022, lot 290). Both show the application of Newari techniques of metal casting, including copper alloys underneath richly gilded surfaces fixed with inset stones present, which reached an artistic denouement during the Malla period.

Distinguishing between Kathmandu Valley works and those which Newari ateliers made for Tibetan patrons can be challenging, as these aesthetics were applied to Buddhist sculptures within Inner Asia through cultural and commercial ties between Nepal and Tibet. As the progenitors of the most sophisticated artistry in the Himalayas, Newari artists were often sought after for their skill by the religious and royal elite in Tibet. Newari artists worked in Tibet, but also Tibetans traveled to Nepal, commissioning or acquiring Nepalese works of art. Based on the near identical qualities between the present example and works made for worship within the Kathmandu Valley, this gilt Manjushri was likely cast in Nepal and exported to Tibet.

The sculpture retains elements that cater to Tibetan tastes. While Nepalese prefer translucent stones for insets, as featured in the Bonhams Paris example, Tibetans opt for turquoise, lapis lazuli, and coral, the first two of which are present in this statue. The remnants of blue pigment in the hair place attest to this sculpture's worship in Tibet, a feature absent from the Bonhams Paris example. It is also set on a high base, a convention used by Tibetans to consecrate bronzes. Newar metal casters, nevertheless, would have accommodated the various religious practices and iconographic preferences of their patrons.

The substantial size of the figure implies its veneration on an altar, likely set amidst other statuary. This Manjushri would have glowed under the low lights of butter lamps of temple shrines. Other Nepalese bronze sculptures of this scale include a 14th-century Buddha (von Schroeder, *Buddhist Bronzes in Tibet*, Vol. 1, 2001, p. 523, no. 170C), a 14th-century Amitayus sold at Bonhams, Hong Kong, 3 October 2017, lot 20 (fig.2), and a 14th-century Malla period Vajradhara from the Speelman collection sold at Bonhams, Paris, 11 June 2024, lot 12. As the size suggests, Manjushri, like the Buddha, Amitayus, and Vajradhara, held an esteemed place within the canon of Buddhist deities, serving as focal points of spiritual devotion.



Fig. 1
A rare gilt copper alloy figure of Manjushri
Nepal, 14th century
12 cm (4 3/4 in.) high
Bonhams, Paris, 26 October 2022, lot 290

圖1
銅鎏金文殊菩薩像
尼泊爾，十四世紀
高12厘米（4 3/4英寸）
邦瀚斯，巴黎，2022年10月26日，拍品290



大智文殊菩薩端坐於蓮花寶座之上，結轉法輪印。其雙肩各有一蓮花綻放，一側托般若寶劍，另一側則為經卷。如同蓮花從其所安坐之處升起，文殊菩薩斬斷無明煩惱，證悟般若空性。華服綴以珠寶，象徵文殊無上崇高。其身固然衣飾繁複，但沉思之面容卻純淨而平靜。

此尊銅鑲金造像體量碩大，呼應著加德滿都河谷紐瓦爾藝術家及其工坊的高超技藝。明亮厚重的鑲金、鑲嵌以精心雕琢的各色寶石、寬闊的肩膀與緊實的腰部皆為紐瓦爾造像之經典標誌。其前額方闊，臉頰至下巴則漸窄且柔和。菩薩雙目半閉，眉形修長，周身珠寶琳琅，營造著厚重的體積感，亦是紐瓦爾風格之顯著特徵。雖裝點富麗，此尊文殊像依然實現對於修飾之克制與平衡，為尼泊爾十三世紀與十四世紀之馬拉王朝早期已然臻於完美的技藝。一尊同為馬拉王朝之文殊像與此像極為相似，二者寶冠、耳飾、蓮花、項鍊、斜向聖帶、腰帶扣、天衣所刻圖案以及底緣大顆連珠等等樣式如出一轍，唯造像尺寸更小（圖1；邦瀚斯，巴黎，2022年10月26日，拍品290）。二尊文殊造像皆彰顯著都紐瓦爾人對金屬鑄造技術的應用，包括於紅銅合金之上鑲金並以寶石鑲嵌的技藝，在馬拉王朝時期達致其藝術美學之巔峰。

區分加德滿都河谷造像以及紐瓦爾工坊為西藏供養人所作造像可頗具挑戰性，因其美學通過尼泊爾和西藏之間的文化與商業紐帶而流動，可見於亞洲內部多地佛教造像。作為喜馬拉雅地區最無與倫比的藝術的發揚者，紐瓦爾藝術家們時常因其精湛技藝而受到西藏僧侶以及宗室皇族的追捧。紐瓦爾藝術家於西藏境內進行創作，但藏人亦前往尼泊爾，委託製作或購入尼泊爾藝術品。基於此尊造像可與供奉於加德滿都河谷內之造像所媲美的品質，此文殊菩薩像極有可能鑄造於尼泊爾，再送至西藏。

造像保留著頗受藏人喜愛的元素。儘管尼泊爾人喜愛質地透光的寶石作為鑲嵌，如上文巴黎邦瀚斯之例所示，西藏人則更青睞綠松石、青金石以及珊瑚。此尊造像上正有綠松石及青金石交錯出現。造像頭髮上殘留的藍色顏料證實此像曾供奉於西藏，而巴黎邦瀚斯之例則無此特徵。高底座亦符合西藏造像傳統，因藏人常加以裝藏。紐瓦爾的金銅工匠們無疑可得心應手地將供養人們各異的宗教習俗及圖像偏好融入其作品之中。

該像龐大的體量意味著其原應供奉於神壇，可能置於多尊造像之中。在寺廟中神殿內酥油燈的映照之下，此尊文殊菩薩像應亦熠熠生輝。與之體量相近的尼泊爾銅像另可參考一尊十四世紀佛陀像（von Schroeder, 《Buddhist Bronzes in Tibet》，卷一，2001年，頁523，編號170C），一尊曾於2017年10月3日自香港邦瀚斯拍出之十四世紀無量壽佛像（圖2；拍品20），以及2024年6月11日巴黎邦瀚斯拍出一尊「Speelman珍藏」十四世紀馬拉王朝之金剛總持像（拍品12）。正如其尺寸所喻示，正與以上眾佛陀、無量壽佛與金剛總持一樣，文殊菩薩於佛教本尊經典中佔有崇高地位，為參悟修行之根本。



Fig. 2
A gilt copper alloy figure of Amitayus
Tibet, circa 14th century
30.5 cm (12 in.) high
Himalayan Art Resources item no. 2437
Bonhams, Hong Kong, 3 October 2017, lot 20

圖2
銅鑲金無量壽佛像
西藏，約十四世紀
高30.5厘米（12英寸）
喜馬拉雅藝術資源網2437號
邦瀚斯，香港，2017年10月3日，拍品20





8

A GILT COPPER ALLOY FIGURE OF HEVAJRA

KHASA MALLA, CIRCA 1300-1350

A rubbed, illegible inscription across the front of the base.

Himalayan Art Resources item no. 23017

23.4 cm (9 1/4 in.) high

HKD3,000,000 - 5,000,000

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 Years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, pp. 320-1, no. 133.

Exhibited

Buddha: 2000 Years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Acquired in Hong Kong, 2014

銅鑲金喜金剛像

卡薩馬拉 約1300-1350年

著錄

Meinrad Maria Grewenig 及 Eberhard Rist 編, 《Buddha: 2000 Years of Buddhist Art, 232 Masterpieces》, 弗爾克林根, 2016 年, 頁320-1, 編號133

展覽

「Buddha : 2000 Years of Buddhist Art, 232 Masterpieces」, 弗爾克林根, 2016年6月24日至2017年2月19日

來源

入藏於香港, 2014年



Two sublime beings—male Hevajra and female Nairatmya—merge into one another in an ecstatic sexual embrace, symbolizing the transcendent state of Buddhahood that one achieves through completed tantric instruction. They dance in unison, triumphant over forces obstructive to the spiritual path (*maras*), represented by the four Hindu deities underfoot. The sculpture is cast in the dynastic style of the Khasa Mallas, who ruled western Nepal and parts of West Tibet between the 12th and 14th centuries. The Khasa Mallas enlivened their Buddhist sculptures with well-observed details. Such distinctive elements within this bronze include the splayed toes of Nairatmya's left foot finding purchase on her consort's and the intimate gazes shared between the two. Moreover, Hevajra has eight heads stacked pyramidally, with the fully wrathful, more ogreish face at the top upturned toward the sky in a brilliant artistic choice dissimilar to Tibetan depictions. The corresponding upward gaze of a subjugated deity, kneeling and arched backward by Hevajra's left foot brushing against his cheek, creates a vertical axis through the center of the sculptural composition connecting with the tall spire of heads. Exhibiting the highest quality of modeling, casting, chasing, and gilding, this sculpture embodies artistic production under the Khasa Mallas in its prime. It almost certainly ranks among an important sub-group produced for royal patronage.

The Khasa Mallas governed a trans-Himalayan kingdom that connected the Indian subcontinent with the Tibetan plateau. They played a pivotal role in facilitating trade and cultural exchange in the region, and their gilt bronze sculpture reflects a diverse blend of Indian, Tibetan, and Nepalese traditions.



Fig. 1a
A gilt copper alloy figure of Shakyamuni Buddha
Khasa Malla, 13th/14th century
Himalayan Art Resources item no. 61544
58.5 cm (23 in.) high
Bonhams, New York, 19 March 2018, lot 3019

圖1a
銅鑲金釋迦牟尼像
卡薩馬拉，十三/十四世紀
喜馬拉雅藝術資源網61544號
高58.5厘米（23英寸）
邦翰斯，紐約，2018年3月19日，拍品3019



Fig. 1b (detail)
圖1b（細節）



The bronze exhibits many of the defining characteristics now used to identify Khasa Malla bronzes since the first was recognized by Ian Alsop in 1994 (Alsop, “The Metal Sculpture of the Khasa Malla Kingdom” in Singer & Denwood (eds.), *Tibetan Art: Towards a Definition of Style*, London, 1997, pp. 68-79). For example, the lotus base with plump, multilobed petals, a beaded upper rim, and a plain back painted with red lacquer. Like a grand gilded Khasa Malla sculpture of Buddha sold at Bonhams, New York, 19 March 2018, lot 3019, this bronze’s lotus petals have an incised ‘eyelash’ motif (figs. 1a & 1b). Though mostly concealed when viewed from the front, the hands have defined knuckles in what is considered one of the more exclusive Khasa Malla idioms. Also, Hevajra and Nairatmya’s athletic physiques are well-nourished. Though compact, the figures have an impressive figural volume.

In fact, the divine couple’s physiognomy and figural type match those of a royally commissioned subgroup of Khasa Malla bronzes known by inscription. These include a sculpture thought to represent Queen Dipamala in the National Museum of Art, Smithsonian, Washington, D.C. (fig. 2; F1986.23), and a figure of Shadakshari Lokeshvara commissioned for a Khasa Malla king probably in the second quarter of the 14th century that was sold at Bonhams, New York, 23 July 2020, lot 848 that was (fig. 3). The present Hevajra’s high copper content, and the color and texture of its gilding, indicate it derives from a similar context. Two further gilt bronzes that likely belong to this royal subgroup are a Bhaisajyaguru sold at Sotheby’s, Paris, 23 June 2016, lot 137 and a Manjushri sold at Koller, Zurich, 13 June 2017, lot 111. All five of these gilded sculptures, including this impressive figure of Hevajra, show considerable artistic flair as some of the finest Khasa Malla sculptures yet identified.



Fig. 2
A gilt copper figure of Queen Dipamala
Nepal, 14th century
20.3 cm (8 in.) high
The National Museum of Asian Art, Smithsonian, Washington, D.C.
(F1986.23)

圖2
銅鑲金蒂帕瑪拉像
尼泊爾，十四世紀
高20.3厘米（8英寸）
史密森尼國立亞洲藝術博物館，華盛頓（F1986.23）



喜金剛與其明妃無我佛母如合為一體，象徵以圓滿密法之修心而得佛果超然之境界。佛父與佛母翩然起舞，摧伏踩於其腳下的四尊印度教神，即擾佛成道的「魔羅」。該像鑄造以卡薩馬拉王朝風格而鑄，此王朝於十二至十四世紀間統治尼泊爾西部及西藏西部部分地區。卡薩馬拉佛教造像工藝細緻入微，人物靈動鮮活。此尊喜金剛像獨具一格，明妃左腳腳趾張開，似乎正用力落穩於喜金剛腳上，二神目光流連，親密無間。此外，喜金剛八頭堆疊成金字塔形，頂部之面怒容猙獰，仰朝天空，形成與西藏迥異的絕妙藝術風格。相應地，被降伏的神祇伏跪著向後傾身，喜金剛以左腳擦過其臉頰，形成一條貫穿銅像中心的垂直軸線，與高聳的頭冠相連。此件造像展現了極高的構思、鑄造、雕刻以及鑲金水準，為卡薩馬拉全盛時期之藝術瑰寶。幾乎可以肯定，此像應屬於皇室供養造像中重要的一尊。

卡薩馬拉王朝統治著一個跨越喜馬拉雅山脈的王國，將印度次大陸與青藏高原連接，在推動該地區文化與貿易之交流上的角色舉足輕重，而其鑲金造像正體現印度、西藏和尼泊爾傳統之融合。

此造像展現出自1994年Ian Alsop辨識出第一尊卡薩馬拉銅像以來所形成的、諸多用於判斷是否為卡薩馬拉王朝造像的決定性特徵（Alsop, 「The Metal Sculpture of the Khasa Malla Kingdom」，見Singer及Denwood編《Tibetan Art: Towards a Definition of Style》，倫敦，1997年，頁68-79）。蓮座便是其中特徵之一，其蓮瓣豐滿而多尖，上緣聯珠，背部則素淨無飾、上塗紅漆，與2018年3月19日紐約邦瀚斯拍出之大型銅鑲金卡薩馬拉佛像相仿，蓮瓣上見彎曲如睫毛之刻線（圖1a及1b；拍品3019）。儘管自正面而觀時並不清晰，但佛陀雙手指關節的刻畫被認為是更獨屬於卡薩馬拉的語彙之一。喜金剛與明妃之健碩體格亦栩栩如生。儘管佛像體量小巧，其強壯有力之感卻令人印象深刻。

事實上，這尊雙身像之身形外貌符合一組因銘文而得以辨識的、由卡薩馬拉王室委托而來的造像群。此中便有華盛頓史密森尼國立亞洲藝術博物館中一尊被認為呈現蒂帕瑪拉女王之銅像（圖；F1986.23），以及邦瀚斯2020年7月23日於紐約拍出之一尊可能於十四世紀下半葉間由卡薩馬拉國王施造之四臂觀音像（圖3；拍品848）。而此拍品合金中銅含量頗高，加之其鑲金之顏色和紋理，皆指向同一背景。另外，2016年6月23日於巴黎蘇富比成交之藥師佛像（拍品137）以及2017年6月13日於蘇黎世闊樂落槌之文殊菩薩像（拍品111）亦可能屬於此組造像。此五尊鑲金銅像，包括這尊震撼的喜金剛像，與迄今為止人們所知曉的最精美的卡薩馬拉佛像一樣，展現著令人讚歎的藝術造詣。



Fig. 3
A gilt copper alloy figure of Shadakshari Lokeshvara
Khasa Malla, circa 1300-1350
Himalayan Art Resources item no. 16801
18.5 cm (7 1/4 in.) high
Bonhams, New York, 23 July 2020, lot 848

圖3
銅鑲金四臂觀音像
卡薩馬拉，約1300-1350年
喜馬拉雅藝術資源網16801號
高18.5厘米（7 1/4英寸）
邦瀚斯，紐約，2020年7月23日，拍品848



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1. OUR ROLE

In its role as auctioneer of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams’* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them.

The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller’s* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our **Buyer’s Agreement** save for those varied by announcement given out orally before and/or during the *Sale*, which you will find at **Appendix 2** at the back of the *Catalogue*. This will govern *Bonhams’* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. No reference is made in the *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer price*). It is your responsibility to examine any *Lot* in which you are interested.

It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition.

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only.

If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams’* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams’* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an estimate of value. It does not take into account any *Tax* or *Buyer’s Premium* payable. *Lots* can in fact sell for

Hammer Prices below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*.

Estimates are in the currency of the *Sale*.

Condition reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot* which is available for your own inspection or for inspection by an expert instructed by you. However, any written description of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller’s responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller’s* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or completeness of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams’* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams’* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*.

No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams’* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our *Lots* are public auctions which persons may attend and you should take the opportunity to do so.

We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*.

We have complete discretion to refuse any *bid*, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*.

If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*.

The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the striking of the *Auctioneer’s* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*.

An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

We hereby give you notice that we may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*.

At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams’* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer’s*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer’s* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the *Bonhams* App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that

other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you. We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the *Seller* and to *Bonhams* under any contract resulting from the acceptance of a bid.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the *Sale* unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the *Sale*, we are entitled to assume that the person bidding at the *Sale* is bidding on his own behalf. Accordingly, the person bidding at the *Sale* will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in **Appendix 1** at the back of the *Catalogue* save for those varied by announcement given out orally before and/or during the *Sale*. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any Tax. At the same time, a separate contract is also entered into between us as auctioneers and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in **Appendix 2** at the end of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful *Bidder*. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and Expenses are also payable by the *Buyer* as set out in the *Buyer's Agreement*.

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

28% of the *Hammer Price* on the first HK\$400,000; plus
27% of the *Hammer Price* from HK\$400,001
and up to HK\$7,500,000; plus

21% of the *Hammer Price* from HK\$7,500,001
and up to HK\$50,000,000; plus
14.5% of the *Hammer Price* above HK\$50,000,000

A 3rd party bidding platform fee of 4% of the *Hammer Price* for *Buyers* using the following bidding platforms will be added to the invoices of successful *Buyers* - Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

8. TAX

The *Hammer Price* and the *Buyer's Premium* payable by the *Buyer* is exclusive of any goods or service tax or other Tax (whether imposed by Hong Kong or otherwise). If any such Tax was to be paid under Hong Kong laws or any other laws, the *Buyer* shall be solely responsible to pay such Tax and at the rate and time as required by the relevant law, or if such Tax is to be paid by us, we may add such Tax to the *Purchase Price* payable by the *Buyer*.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus Tax and any other charges and Expenses to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to be made to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the seventh working day after the *Sale*. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

Bonhams' preferred payment method is by bank transfer

Bank transfer: you may electronically transfer funds to our *Client Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Client Account* details are as follows:

Bank :	HSBC
Address :	Head Office 1 Queen's Road Central, Hong Kong
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
Bank code:	004
Account Number:	808 870 174001
SWIFT Code:	HSBCHKHHHKH

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to Hong Kong dollars must not be less than the Hong Kong dollars amount payable, as set out on the invoice.

Hong Kong dollar personal cheque drawn on a Hong Kong branch of a bank : all cheques must be cleared before you can collect your purchases;

Bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

Cash: you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed HK\$80,000. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes;

Credit cards: American Express, Visa and Mastercard only. There is a HK\$200,000 limit on payment value if payment is made in person.

Payment by telephone may also be accepted up to HK\$50,000 but only for Visa and Master card, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

China UnionPay (CUP) debit cards: There is no limit on payment value if payment is made in person.

It maybe advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). Details relating to the collection of a *Lot*, the storage of a *Lot* and our *Storage Contractor* after the *Sale* are set out in the *Buyer's Agreement* as set out in Appendix 2 of the *Catalogue*.

11. SHIPPING

Please refer enquiries on this to our customer services department dealing with the *Sale*.

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

The need for export and import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*.

13. CITES REGULATIONS

Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong to the place of importation. *Buyers* should also be aware that the export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.

Please note that *Lots* marked in the catalogue with a Y next to the lot number contain one or more of the aforesaid restricted materials. However, the omission of such letter Y does not automatically mean that the *Lot* is not subject to CITES regulations. *Buyers* are advised to obtain information from the relevant regulatory authorities regarding export and import restrictions, requirements and costs prior to bidding.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of *contract* (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the *Seller*, as if references to us in this paragraph were substituted with references to the *Seller*.

15. DAMAGE AND RESTORATION

Bidders should note that there is no reference to any defect, damage or restoration in this *Catalogue*. A detailed *Condition Report* can be provided by Bonhams up to 24 hours before the *Sale*. When providing *Condition Reports*, we do not guarantee that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*.

16. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

17. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary. *Bidders* should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

18. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give

more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

19. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

20. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

21. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

- Under 15 years old – into neck or less than 4cm
 - 15 to 30 years old – top shoulder (ts) or up to 5cm
 - Over 30 years old – high shoulder (hs) or up to 6cm
- It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for

Descriptions of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

- CB – Château bottled
- DB – Domaine bottled
- EstB – Estate bottled
- BB – Bordeaux bottled
- BE – Belgian bottled
- FB – French bottled
- GB – German bottled
- OB – Oporto bottled
- UK – United Kingdom bottled
- owc – original wooden case
- iwc – individual wooden case
- oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale, see clause 13.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓞ This lot contains elephant ivory and is therefore subject to CITES regulations. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

22. LANGUAGE

The *Notice to Bidders* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION – USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if any). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

UNDER THIS *CONTRACT*, THE *SELLER'S* LIABILITY IN RESPECT OF THE QUALITY OF THE *LOT*, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY *DESCRIPTION* IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE *LOT* FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by Bonhams on request.

Where words and phrases are used which are in the List of Definitions in it, they are printed in italics.

- 1.3 *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the striking of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
 - 2.1.1 The *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*; except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*
 - 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) Bonhams' opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or Bonhams and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by Bonhams. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.
- 4 **FITNESS FOR PURPOSE AND SATISFACTORY QUALITY**
- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 *Risk* in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.
- 6 **PAYMENT**
- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment

	must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.		
7	COLLECTION OF THE LOT		
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .		
7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams</i> ' possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .		
7.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams</i> ' custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams</i> ' instructions or requirements.		
7.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .		
7.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.		
8	FAILURE TO PAY FOR THE LOT		
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
8.1.2	to re-sell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
8.1.3	to retain possession of the <i>Lot</i> ;	9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
8.1.4	to remove and store the <i>Lot</i> at your expense;	10	MISCELLANEOUS
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams</i> ' officers, employees and agents.
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him or on his behalf.	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
9	THE SELLER'S LIABILITY	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale of Goods Ordinance</i> (Chapter 26 of the Laws of Hong Kong) or otherwise.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
		10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams</i> ' holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
11	GOVERNING LAW AND DISPUTE RESOLUTION		
11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place		
11.2	Language The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.		
APPENDIX 2			
BUYER'S AGREEMENT			
IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.			
1	THE CONTRACT		
1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .		
1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.		
1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .		
1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.		
1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:		
1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;		
1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;		
1.5.3	we will provide a guarantee in the terms set out in paragraph 9.		
1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams</i> ' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .		
2	PERFORMANCE OF THE CONTRACT FOR SALE		
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		
3	PAYMENT		
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :		
3.1.1	The <i>Purchase Price</i> for the <i>Lot</i> ;		
3.1.2	A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and		
3.1.3	If the <i>Lot</i> is marked ^[6] , an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .		
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.		
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.		
3.4	Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.		
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i> .		
3.6	Time will be of the essence in relation to any payment payable		

- to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us, in cleared funds, everything due to the *Seller* and to us, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a stamped, paid invoice, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the *Notice to Bidders*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Only on the payment of the *Purchase Price* to us will title in the *Lot* pass to you. However under the *Contract for Sale*, the risk in the *Lot* passed to you when it was knocked down to you.
- 6.2 You are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not

- become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances

- for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *Tax* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams'* Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of sale to you by woodworm and any *damage* is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension strung musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or *damage* is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.
- 10.4 In any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you maybe entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or *damage* alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.
- 10.5 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 MISCELLANEOUS**
- 11.1 You may not assign either the benefit or burden of this agreement.
- 11.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 11.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 11.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand

- or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
- 12 GOVERNING LAW**
- 12.1 **Law**
All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. Bonhams has a disputes procedure in place.
- 12.2 **Language**
The *Buyer's Agreement* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION - USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes. We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong and you agree to this transfer.

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client_services@bonhams.com.

APPENDIX 3

DEFINITIONS and GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [4] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" a person who has completed a Bidding Form.

"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.

"Bonhams" Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed book offered for sale at a specialist book sale.

"Business" includes any trade, business and profession.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words "you" and "your".

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

"Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

"Contract for Sale" the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

"Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

"Entry" a written statement in the Catalogue identifying the Lot and its lot number which may contain a description and illustration(s) relating to the Lot.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

"Hong Kong" the Hong Kong Special Administrative Region of the People's Republic of China.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2.1 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one lot).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of Commission and Tax which would have been payable if the Lot had been sold at the Notional Price.

"Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

"Notice to Bidders" the notice printed at the front of our Catalogues.

"Purchase Price" the aggregate of the Hammer Price and Tax on the Hammer Price. (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction sale at which a Lot is to be offered for sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any Tax chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by

the words "you" and "your".

"Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

"Stamp" means a postage stamp offered for sale at a Specialist Stamp sale.

"Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).

"Storage Contractor" means the company identified as such in the Catalogue.

"Tax" means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees, levies or other assessments.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of Bonhams into which all relevant sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.

"Website" Bonhams website at www.bonhams.com.

"Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" where there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:-

"artist's resale right": the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnity" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.

"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the Lot to retain possession of it.

"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a Lot.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)

The following is an extract from the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong):

"Section 14 **Implied undertaking as to title etc.**

- (1) In every contract of sale, other than one to which subsection (2) applies, there is-
 - (a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and
 - (b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-
 - (a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and
 - (b) an implied warranty that neither-
 - (i) the seller; nor
 - (ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor
 - (iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

競投人通告

本通告乃由邦瀚斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄二內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

重要事項：有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及/ 或於拍賣會場地展示的通告，閣下亦須參閱該等資料。本公司亦可於拍賣會前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人，邦瀚斯 純粹代表賣家及為賣家的權益行事。邦瀚斯 的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦瀚斯 並非以這角色為賣家或競投人行事，亦不向買家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯 作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法下的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯與買家的關係受該協議所規管。

2. 拍賣品

在圖錄內有關拍賣品的資料內以粗體刊載的合約說明所規限下（見下文第3段），拍賣品乃以其「現況」售予買家，附有各種瑕疵及缺點。在圖錄內並無就拍賣品的任何瑕疵、損壞或修復提供指引。請參考第15段。

圖錄內或其他地方有關任何拍賣品的插圖及照片（屬合約說明一部份的照片除外）僅供識別之用，可能並不反映拍賣品的真實狀況，照片或插圖亦可能未有準確重現拍賣品的顏色。

拍賣品於拍賣會前可供查看，閣下須自行了解拍賣品的每個和各個方面，包括作者、屬性、狀況、出處、歷史、背景、真實性、風格、時期、年代、適合性、品質、駕駛性能（如適用）、來源地、價值及估計售價（包括成交價）。對閣下有興趣的任何拍賣品進行審查乃閣下的責任。

敬須注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部件已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為襯裡或物料所覆蓋。鑑於很多拍賣品出品年代久遠，故可能有損毀及/ 或經過修理，閣下不應假設拍賣品狀況良好。

電子或機械部件或會不能操作或並不符合現時的法定要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦瀚斯代表賣家就拍賣品提供的意見，並不構成合約說明一部份，而賣家乃根據合約說明出售拍賣品。

成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價

估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

就大部份拍賣品而言，閣下可要求邦瀚斯提供拍賣品的狀況報告。若閣下提出該要求，則邦瀚斯會免費代表賣家提供該報告。邦瀚斯 並無就該狀況報告與閣下訂立合約，因此，邦瀚斯並不就該報告向閣下承擔責任。對此份供閣下本身或閣下所指示專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，賣家並無或並無同意作出任何事實陳述或合約承諾、擔保或保證，亦不就其承擔不論合約或侵權法上的任何義務或責任（除上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

如閣下擬查看拍賣品，閣下會獲得有關安排。有關拍賣品的銷售合約乃與賣家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

邦瀚斯 概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試（足夠深入或完全不進行），以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他的責任。

閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。

修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交價估計。

拍賣品可供查看，而閣下必須自行對拍賣品作出判斷。本公司強烈建議閣下於拍賣會前親自或委託他人代閣下查看拍賣品。

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項、任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可按我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或新加入的拍賣品。請注意有拍賣品撤銷或新加入均可影響閣下對其有興趣的拍賣品的拍賣時間。

本公司可全權決定拒絕任何出價，採用我們認為適合的出價增幅，將任何拍賣品分開拍賣，將兩項或以上拍賣品合併拍賣，撤銷於某個拍賣會上拍賣的任何拍賣品，以及於有爭議時將任何拍賣品重新拍賣。拍賣速度可超過每小時100項拍賣品，而出價增幅一般約為10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

倘若拍賣品有底價，拍賣人可按其絕對酌情權代表賣家出價（直至金額不等於或超過該底價為止）。本公司不會就任何拍賣品設有底價或不設底價而向閣下負責。

倘若設有底價，並假設底價所用的貨幣單位對成交價估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交價估計。

任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的一般指引，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投

射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

5. 競投

參加競投的任何人士，必須於拍賣會前填妥並交回本公司的競投表格，競投人登記表格或缺席者及電話競投表格），否則本公司不會接受其出價。本公司可要求閣下提供有關身份、住址、財務資料及介紹人的證明，閣下必須應本公司要求提供該等證明，否則本公司不會接受閣下出價。請攜帶護照、香港身份證（或附有照片的類似身份證明文件）及扣賬卡或信用卡出席拍賣會。本公司可要求閣下交付保證金，方接受競投。

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人使用。發票一經發出後將不予更改。

若對於成交價或閣下是否成功投得某項拍賣品有任何疑问，閣下必須於下一項拍賣品競投前向拍賣人提出。拍賣人的決定得視為最終及不可推翻的決定。拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

若閣下擬用電話於拍賣會競投，請填妥缺席者及電話競投表格，該表格可於本公司辦事處索取或附於圖錄內。請於拍賣會舉行前最少24小時把該表格交回負責有關拍賣會的辦事處。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。電話內容可被錄音。電話競投辦法為一項視情況酌情提供的服務，並非所有拍賣品均可採用。若於拍賣會舉行時無法聯絡閣下，或競投時電話接取受到干擾，本公司不會負責代表閣下競投。有關進一步詳情請與我們聯絡。

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在兩個或以上競投人就拍賣品遞交相同出價時，會優先接受最先收到的出價，因此，為閣下的利益起見，應盡早交回表格。無論如何，所有出價最遲須於拍賣會開始前24小時收到。請於交回閣下的缺席者及電話競投表格前，仔細檢查該表格是否已填妥並已由閣下簽署。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。此項額外服務屬免費及保密性質。閣下須承擔作出該等出價的風險，本公司不會就未能收到及/ 或代為出價而承擔任何責任。所有代閣下作出的出價會以盡可能最低的價格作出，惟須受拍賣品的底價及其他出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

網上競投

參與在線競拍，首先您必須年滿18歲，並且必須通過邦瀚斯官方應用程序或www.bonhams.com 註冊。一旦註冊，您應嚴格保密您的賬戶及個人信息，防止任何第三方代表您或以其他任何方式登入您的賬戶。您將對通過您的賬戶進行的所有出價負全部責任。請注意，一旦競拍成功，您必須從您個人或公司（取決於賬戶類型）名下的銀行賬戶進行付款。個人賬戶：輸入您的全名、電子郵件、居住地址、出生日期和國籍，並提供您名下的有效信用卡。在您能夠競投之前，將通過Stripe進行驗證。如果您的信用卡沒有通過驗證，您將不被允許競拍。此時您可以聯繫客戶服務部尋求幫助。此外，我們可能會在允許競拍之前要求您提供額外的財務證明和/或存款證明。如果您代表另一方競拍，您需要：(i)向客戶服務部做出申請；(ii)提供我們需要的信息，完成對該第三方的身份和反洗錢調查；(iii)如果您競拍成功，您需要與該方共同或承擔拍品的全部款項。如果您成功拍得拍品的任何落槌價等於或超過5,000英鎊/5,000美元/50,000港幣/10,000澳幣（取決於該場拍賣司法管轄區的貨幣），並且您之前沒有提供過上述文件，您需要上傳或向客戶服務部提供您通過政府發發的帶照片的身份證，以及（如果身份證上沒有）您的住址證明。我們只有在收到上述文件後，才能將拍品交給您。我們保留要求任何競拍人或成功買家提供身份證明文件的權利，並保留拒絕釋放任何購買的拍品，直到收到此類文件的權利。

公司賬戶：在建立新賬戶時，您必須選擇建立一個公司賬戶。然後提供您的全名、電子郵件、住址、出生

日期和公司的全名。 您必須提供一張以您的名義或公司名義的信用卡進行賬戶驗證。但是在競拍成功後，付款必須從公司名義的銀行賬戶中進行。如果信用卡不能通過驗證，您將不被允許競拍。此時您可以聯繫客戶服務部尋求幫助。此外，在允許競拍之前，我們可能會要求您提供銀行證明或存款證明。在成功拍得拍品後，您還需要提供公司的註冊證書或同類文件，以確認公司的名稱和註冊地址。還有每一家公司25%或以上受益人的文件證明，以及您的交易授權證明。只有在收到全部文件後，我們才能將拍品交給您。我們保留要求任何競拍人向我們提供可能需要的任何進一步信息的權利，以進行任何身份驗證、反洗錢或反恐怖主義融資檢查。我們可以酌情推遲或取消競拍人的註冊，禁止競拍和/或推遲或取消可能進行的任何購買行為。

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須就其獲接納的出價而根據因此而產生的合約與主事人共同及個別向賣家及邦瀚斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為買家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 買家與賣家及買家與邦瀚斯的合約

於買家投得拍品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍品銷售合約，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

7. 買家費用及買家須支付的其他收費

根據買家協議，買家須按照買家協議條款及下文所列的費率向本公司支付費用（買家費用），該費用按成交價計算，並為成交價以外的收費。買家亦須按照買家協議的規定支付儲存收費的開支。

買家須就本次拍賣會所購買的每件拍品按以下費率支付買家費用：

成交價首400,000港元的28%
成交價400,001港元以上至7,500,000港元的27%
成交價7,500,001港元以上至50,000,000港元的21%
成交價50,000,000港元以上的14.5%

買家若透過Invaluable、Live Auctioneers、The Saleroom、Lot-Tissimo拍賣平台成功競投，需向上述競投平台支付落槌價的4%作第三方競投平台費用。

8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅項（不論香港或其他地方是否徵收該等稅項）。若根據香港法例或任何其他法例而須繳納該等稅項，買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項，或如該等稅項須由本公司繳付，則本公司可把該等稅項加於買家須支付的買價。

9. 付款

於出價競投拍品前，閣下必須確保擁有可動用資金，以向本公司全數支付買家及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前

向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

邦瀚斯首選的付款方式是通過銀行匯款：

閣下可把款項電匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：

銀行： HSBC

地址： Head Office
1 Queen's Road Central, Hong Kong

帳戶名稱： Bonhams (Hong Kong) - Limited-Client A/C

銀行編號： 004

帳號： 808 870 174001

Swift code: HSBCHKHCHKH

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

由一家銀行的香港分行付款的私人港元支票： 須待支票結清後，閣下方可領取拍品。

銀行匯票/ 本票： 如閣下可提供適當身份證明，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍品。

現金： 如所購得的拍品總值不超過HK\$80,000，閣下可以使用鈔票、錢幣為這次拍賣會上所購得的拍品付款。如所購得的拍品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款。

中國銀聯（CUP）借記卡： 以此方法付款，將不收取額外的費用。

我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

信用卡： 美國運通卡、Visa、Mastercard卡及中國銀聯信用卡均可使用。請注意，以信用卡付款的話，本公司每次拍賣接受總數不超過HK\$200,000。如所購得的拍品總值超過HK\$200,000，閣下可使用匯款或以上提及的方式支付。

在符合我們的規定下，如要以通過電話的形式以信用卡支付 只接受 Visa 和Mastercard，本公司每次拍賣接受的總數不超過 HK\$50,000，但此方式不適用於第一次成功競拍的買家。

10. 領取及儲存

拍品買家的買家須待全數已結清款項付款後，方可領取拍品（本公司與買家另有安排除外）。有關領取拍品、儲存拍品以及本公司的儲存承辦商詳情載於圖錄後的附錄二之買家協議。

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/ 貿易限制

閣下須單獨承擔符合與閣下購買拍品有關的香港所有出口及從海外進口的規則以及取得有關出口及/ 或進口許可證的責任。

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

倘若閣下未能或延誤取得該等許可證，閣下不可撤銷任何銷售，亦不容許閣下延遲全數支付拍品。

13. 瀕危野生動植物種國際貿易公約（「CITES」）

建議買家在需要從香港出口任何貨物到進口地時，了解適用的香港出口及海外進口規則。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍品編號旁附有Y的拍品包含一個或多個上述的限制物品。但沒有附有Y字母的，並不自動地表示拍品不受CITES規則所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

14. 賣家及/ 或邦瀚斯的責任

除根據銷售合約賣家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍品說明或拍品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論其是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦

不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。在任何情況下，倘若本公司及/ 或賣家就任何拍品或對任何拍品的說明或成交價估計，或任何拍品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/ 或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍品，以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 書籍

如上文所述，拍品乃以其「現況」售予買家，附有以下拍品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第 11 段所列出之情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍品，將無須繳付買家費用的增值稅。

17. 鐘錶

所有拍品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦瀚斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或需接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

18. 珠寶

寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦瀚斯已取得有關任何拍品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦瀚斯將盡力為某些寶石提供認可鑑定所發出的證書，但要為每件拍品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦瀚斯或賣家任何一方在任何拍品出售以後，即使買家取得不同意見的證書，也概不負責。

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦瀚斯稱重量的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑲石胸針，由韋青斯基製造

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑲石胸針，由韋青斯基署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑲石胸針，由韋青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶

石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：

「**巴薩諾**」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品；

「**出自巴薩諾**」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定；

「**巴薩諾畫室/ 工作室**」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定；

「**巴薩諾圈子**」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子；

「**巴薩諾追隨者**」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子；

「**巴薩諾風格**」：我們認為這是該藝術家風格的、並且屬較後期的作品；

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品；

「**由……署名及/ 或註上日期及/ 或題詞**」：我們認為署名及/ 或日期及/ 或題詞出自該藝術家的手筆；

「**載有……的署名及/ 或日期及/ 或題詞**」：我們認為簽署及/ 或日期及/ 或題詞是由他人加上的。

20. 瓷器及玻璃

損毀及修復

在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細記述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。競投人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

對於較大批量（定義見下文）的拍賣品，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。

我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過 20 年的酒通常已經開箱，缺量水平及外觀如有需要會在本圖錄內說明。

酒塞與缺量

缺量指瓶基底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於 4 厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下－瓶頸內或少於 4 厘米

15-30 年－一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上－一瓶肩高處 (hs) 或最多 6 厘米

請注意：缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意思：

CB — 酒莊瓶裝

DB — 葡萄園瓶裝

EstB — 莊園瓶裝

BB — 波爾多瓶裝

BE — 比利時瓶裝

FB — 法國瓶裝

GB — 德國瓶裝

OB — 奧波爾圖瓶裝

UK — 英國瓶裝

owc — 原裝木箱

iwc — 獨立木箱

oc — 原裝紙板箱

符號

以下符號表明下列情況：

Y — 此拍品含有一種或多種受管制的植物或動物物種，並受 CITES 規定的約束。買方有責查詢此類規定

並取得任何必要的進出口證書。買方若無法獲得此類證書不能成為延遲付款或取消購買的正當理由。請參閱第 13 條。

○ 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。

▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。

Ⓢ 此拍品含有象牙，因此受 CITES 規定的約束。含有非洲象牙的物件不能進口到美國。歐盟和英國對處理含有象牙的物件實施了廣泛的限制，包括對進口或出口的限制。買方有責任獲得任何出口或進口許可證、執照和任何其他所需文件。邦瀚斯無法協助買家將任何包含象牙的拍品運往美國、英國或歐盟。買方若無法出口或進口這些拍品並不能成為延遲付款或取消購買的正當理由。

22. 語言

本競投人通告以中英文刊載。如就詮釋本競投人通告有任何爭議，以英文條款為本。

保障資料 – 閣下資料的用途

本公司以提供服務為目的，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及高級職員，如有）。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第 1159 條及附表 6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡 Bonhams (Hong Kong) Ltd (就香港法例第 486 章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡 client.services@bonhams.com。

附錄一

銷售合約

重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/ 或尋求對拍賣品進行獨立的查驗。

1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管

有。

2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；

2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

3 拍賣品的說明

3.1 第 2.1.5 段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第 2.1.5 段所述該部份資料的任何陳述或串述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由或代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。

3.2 除第 2.1.5 段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任何說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質

4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。

4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第 26 章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

5.2 直至買價及閣下就拍賣品應付予邦瀚斯的所有其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須最遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第 8 段所述的權利。

7 領取拍賣品

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/ 或邦瀚斯的所有其他款項為止。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/ 或控制或由儲存承辦商保管的拍賣品，並將其移走。

7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

7.5 倘閣下未有按照本第 7 段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收費，向賣家作出彌償。所有此等應付

予賣家的款項均須於被要求時支付。

8 未有支付拍賣品的款項

8.1 倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數買價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：

8.1.1 因閣下違反合約而即時終止銷售合約；

8.1.2 在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；

8.1.3 保留拍賣品的管有權；

8.1.4 遷移及儲存拍賣品，費用由閣下承擔；

8.1.5 就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；

8.1.6 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；

8.1.7 取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；

8.1.8 保留賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；

8.1.9 保留由賣家及/ 或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠負賣家或邦瀚斯的任何款項；及

8.1.10 只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠負賣家或邦瀚斯的任何款項。

8.2 就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。

8.3 於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠負賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。

9 賣家的責任

9.1 在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。

9.2 在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣品的任何說明相應的條款而負責。

9.3 就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是以書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任，或任何其他責任）。

9.4 就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何種類的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；

9.5 在任何情況下，倘若賣家就拍賣品，或任何其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還

補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。

9.6 上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負有的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。

10 一般事項

10.1 閣下不得轉讓銷售合約的利益或須承擔的責任。

10.2 倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。

10.3 倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在此情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。

10.4 銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的賣家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。

10.5 倘若銷售合約的任何條款或任何條款任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。

10.6 銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。

10.7 銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。

10.8 銷售合約內「包括」一詞指「包括，但不限於」。

10.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。

10.10 凡提述第某段，即指銷售合約內該編號的段落。

10.11 除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。

10.12 銷售合約凡賦予賣家豁免、及/ 或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。

11 規管法律

11.1 法律

11.2 本協議下的所有交易以及所有有關事宜，均受香港法例規管並據其解釋。

語言

本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。

附錄二 買家協議

重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

1 合約

1.1 此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。

1.2 拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納

入本協議。

1.3 於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。

1.4 本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。

1.5 本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：

1.5.1 本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；

1.5.2 在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下以已結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；

1.5.3 本公司會按照第9段所載條款提供擔保。

1.6 不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。

2 履行銷售合約

閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。

3 付款

3.1 除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：

3.1.1 拍賣品的買價；

3.1.2 每件所購買之拍品按照競投人通告規定費率的買家費用；及

3.1.3 若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前以已結清款項收悉。

3.2 根據本協議，閣下亦須應要求向本公司支付任何開支。

3.3 除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。

3.4 除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。

3.5 本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/ 或產生的利息，利益歸本公司，直至將款項付予賣家時止。

3.6 就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。

3.7 若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。

4 領取拍賣品

4.1 在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦以已結清款項向賣家及本公司支付應付的款項後，本公司可即向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。

4.2 閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。

4.3 於第4.2段所述的期間內，可按競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至其他地點儲存，屆時閣下必須向本公司查詢可於任何何地領取拍賣品，儘管此資料通常會刊於競投人通告內。

4.4 若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣

下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。

4.5 於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。

4.6 閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。

4.7 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

4.8 倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。

5 **拍賣品儲存**
本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）前仍未領取拍賣品，本公司可將拍賣品遷往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。

6 **對拍賣品的責任**
6.1 待閣下向本公司支付買價後，拍賣品的所有權會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。

6.2 閣下應於拍賣會後盡快為拍賣品投買保險。

7 **未能付款或提取拍賣品及部份付款**
7.1 倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/ 或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：
7.1.1 因閣下違反合約而即時終止本協議；
7.1.2 保留拍賣品的管有權；
7.1.3 遷移及/ 或儲存拍賣品，費用由閣下承擔；
7.1.4 就閣下所欠的任何款項（包括買價）及/ 或違約的損害賠償，向閣下採取法律程序；
7.1.5 就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；
7.1.6 取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；
7.1.7 在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；
7.1.8 保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；
7.1.9 以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；
7.1.10 在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出

售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；
7.1.11 於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。
7.2 就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準並連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。
7.3 倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。
7.4 本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/ 或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。
8 **其他人士就拍賣品的申索**
8.1 倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：
8.1.1 保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/ 或
8.1.2 向閣下以外的其他人士交付拍賣品；及/ 或
8.1.3 展開互爭權利訴訟或尋求任何法院、調解人、仲裁人或政府機關的任何其他命令；及/ 或
8.1.4 就採取閣下同意的行動，要求閣下提供彌償保證及/ 或抵押品。
8.2 第8.1段所述的酌情權：
8.2.1 可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及
8.2.2 除非非本公司相信該申索真具有希望成為有良好爭辯理據的個案，否則不會行使。
9 **廢品**
9.1 本公司根據本第9段的條款就任何廢品承擔個人責任。
9.2 第9段僅於以下情況適用：
9.2.1 閣下為本公司就拍賣品發出原有發票的抬頭人，而該發票已被支付；及
9.2.2 閣下於知悉拍賣品為或可能為廢品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為廢品；及
9.2.3 於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為廢品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。
9.3 於下述情況下，第9段不適用於廢品：
9.3.1 圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或
9.3.2 僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為廢品，或採用的確定方法在所有情況下本公司若採用則屬不合理。
9.4 閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非廢品而必需進行的程序及測試。
9.5 倘本公司信納拍賣品為廢品，本公司會（作為主事人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。
9.6 第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。
9.7 倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終

止。
9.8 第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。
10 **本公司的責任**
10.1 就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失實陳述條例的責任。
10.2 當拍賣品由閣下承擔風險時及/ 或當拍賣品已成為閣下的財產並由本公司保管及/ 或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：
10.2.1 處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或
10.2.2 大氣壓力改變；
本公司亦不就以下負責：
10.2.3 弦樂器的損壞；或
10.2.4 金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。
10.3 就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。
10.4 在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。
閣下宜購買保險以保障閣下的損失。
10.5 上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章僱用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。
11 **一般事項**
11.1 閣下不得轉讓本協議的利益或須承擔的責任。
11.2 倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。
11.3 倘本協議任何一方，因在其合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。
11.4 本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以掛號郵件或空郵或以傳真方式（如發給邦瀚斯，註明文公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。
11.5 倘若本協議的任何條款或任何條款中的任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。
11.6 本協議內凡提及邦瀚斯均指，倘適用，包括邦

- 翰斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提及第某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/ 或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。
- 12 **規管法律**
- 12.1 **法律**
本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。
- 12.2 **語言**
本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

由於本公司提供的服務，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及職員（如有））。閣下同意本公司以該等資料作下述用途。本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。

閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams 1793 Limited（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）（就香港法例第486章個人資料(私隱)條例而言，為資料的使用者）或以電郵聯絡client.services@bonhams.com。

附錄三 釋義及詞彙

倘納入此等釋義及詞彙，下列詞語及用詞具有（除文義另有所指外）以下所賦予的涵義。詞彙乃為協助閣下了解有特定法律涵義的詞語及用詞而設，閣下可能對該等涵義並不熟悉。

釋義

「**額外費用**」按照競投人通告計算的費用，以彌補邦瀚斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。

「**拍賣人**」主持拍賣會的邦瀚斯代表。
「**競投人**」已填妥競投表格的人士。
「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

「**邦瀚斯**」邦瀚斯拍賣有限公司（Bonhams (Hong Kong) Limited）或其後繼公司或承讓公司。於買家協議、業務規則及競投人通告內，邦瀚斯亦稱為我們。
「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。
「**買家**」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「**買家協議**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦瀚斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

「**合約表格**」由賣家或代表賣家簽署的合約表格或汽車資料表（按適用），載有供邦瀚斯提供以作銷售的拍賣品清單。

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

「**合約說明**」唯一的拍賣品說明（即圖錄內有關拍賣品的資料內以粗體刊載的部份、任何照片（顏色除外）以及狀況報告的內容），賣家於銷售合約承諾拍賣品與該說明相符。

「**說明**」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、屬性、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。

「**資料**」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

「**開支**」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測試、調查或查詢費用、出售拍賣品的預備工作、儲存收費、來自賣家作為賣家代理或來自失責買家的遷移收費或領取費用，加稅項。

「**偽品**」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品，而該偽品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/ 或對其進行修復及/ 或修改（包括重畫或覆畫）而成為偽品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「**保證**」在任何偽品上邦瀚斯對買家全力承擔的責任，以及在專門郵票拍賣會及/ 或專門書籍拍賣會當中，根據買家協議內定立，由郵票或書籍組成的拍賣品。

「**成交價**」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保證**」指業務規則第8.2.1段所述的保證。

「**遺失或損壞保證費用**」指業務規則第8.2.3段所述的費用。

「**拍賣品**」任何託付予邦瀚斯，供以拍賣或私人協約形式出售的任何物品（而凡提及任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

「**汽車圖錄費**」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。

「**New Bond Street**」指邦瀚斯位於 101 New Bond Street, London W1S 1SR的拍賣場。

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

「**名義費用**」賣家應付予邦瀚斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。

「**名義價格**」本公司向閣下提供或載於圖錄的最近期高、低估價的平均數，或若並無提供或載列該等估價，則為拍賣品適用的底價。

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**實價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦瀚斯提供以作銷售拍賣品的拍賣會。

「**出售所得款項**」拍賣品售出後賣家所得的款項淨額，即成交價扣除佣金、其任何應繳稅項、開支及任何其他應付予本公司的款項不論以何身份及如何產生。

「**賣家**」合約表格所列明提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門郵票拍賣會提供以作銷售的郵票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

「**儲存合約**」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。

「**儲存承辦商**」於圖錄指明的公司。

「**稅項**」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利

潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。

「**恐怖主義**」指任何恐怖主義行為或該等行為的威脅，無論任何人單獨行動或代表或與任何組織及/ 或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

「**信託帳戶**」邦瀚斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦瀚斯正常銀行帳戶有所區別及獨立的帳戶。

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

「**撤銷通知**」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「**不設底價**」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

以下詞句有特定法律涵義，而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句，惟無意就此而限制其法律上的涵義：

「**藝術家轉售權**」：按二零零六年藝術家轉售權規例的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。

「**受託保管人**」：貨品所交託的人士。

「**彌償保證**」：為保證使該彌償保證受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任，「彌償」一詞亦按此解釋。

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權誰屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。

香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔
(1) 除第(2)款適用的售賣合約外，每份售賣合約均有一

(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及

(b) 一項隱含的保證條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的擁有人或其他有權享有該等利益的人作出的，則不在此限。

(2) 如售賣合約所顯示或從合約的情況所推定的意向，是賣方只轉讓其本身的所有權或第三者的所有權，則合約中有一

(a) 一項隱含的保證條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及

(b) 一項隱含的保證條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

(iii) 任何透過或藉着賣方或第三者提出申索的人，而該項申索並非根據在合約訂立前已向買方披露或已為買方所知的押記或產權負擔而提出的。

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)

Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Bonhams (Hong Kong) Limited, 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: Jules Speelman: 8 at 80		Sale date: 5 May 2025	
Sale no. 30572		Sale venue: Hong Kong	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments HK\$:			
\$10,000 - 20,000.....by 1,000s		\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s	
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s		\$500,000 - 1,000,000.....by 50,000s	
\$50,000 - 100,000.....by 5,000s		\$1,000,000 - 2,000,000.....by 100,000s	
\$100,000 - 200,000.....by 10,000s		\$2,000,000.....at the auctioneer's discretion	
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners			
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement			
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>		If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in HK\$ (excluding premium)	Covering bid ★

FOR WINE SALES ONLY

Please leave lots "available under bond" in bond ☐

Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:

Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong. Tel: +852 2918 4321, bids.hk@bonhams.com
Bonhams (Hong Kong) Limited, 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong. Company Number 1426522.

HK/10/24

登記及競投表格

邦瀚斯
(出席者 / 書面競投 / 電話競投) 請選擇競投方法

號牌 (僅供本公司填寫)

Bonhams

此次拍賣會，包括所有投標和購買，均受邦瀚斯的銷售條件約束。您應該在出價前閱讀相關銷售信息及條款，並確保您了解任何購買應支付的費用。本條款還規定了投標人和買家的某些承諾，並限制邦瀚斯對您的責任。請注意，所購拍品的發票將以本表格所示的姓名開具，并且只接受從該姓名（或公司名稱，如果代表該公司出價）名下的賬戶中付款。

數據保護

如果我們在您註冊或向我們投標時獲得有關您的任何個人信息，我們將僅根據我們的隱私政策的條款使用它。您可以在我們的網站 (www.bonhams.com) 上找到我們隱私政策的副本，或通過郵寄方式向客戶服務部索取，地址為香港皇后大道東50號太古廣場六座十一樓Bonhams (Hong Kong) Limited. 公司編號1426522，或通過電子郵件發送至 info@bonhams.com。

根據您之前與我們的互動，我們可能會不時向您提供我們認為您可能感興趣的商品和服務信息。您可以隨時選擇不接收這些通信。如果您不想收到此類通訊，請勾選此框 ☐

投標人須知

在銷售前至少24小時，您必須提供政府簽發的帶照片的身份證件，例如護照或駕駛執照，以及 – 如果身份證件中未包含 – 地址證明，例如當前的水電費賬單或銀行卡/信用卡賬單。公司客戶還必須提供公司注册文件、實益擁有人擁有公司 25% 或以上股份的證明文件以及指定個人行事權力的確認書。未能提供這些文件可能會導致您的投標不被處理。無法在銷售前提供文件的客戶可以選擇使用我們的信用卡驗證選項在線投標。請注意，我們保留要求銀行賬單或押金的權利。

若成功購買拍品

本人將自行提取貨品 ☐

請安排運輸公司聯繫我提供報價，
我同意將本人聯繫資料交予運輸公司。 ☐

* 任何人士、競投人及買家必須年滿18歲方可於拍賣會上參與競投葡萄酒、烈酒及酒精飲料等拍賣品。

拍賣會標題: Jules Speelman: 8 at 80		拍賣會日期: 5 May 2025	
拍賣會編號: 30572		拍賣會場地: 香港 Hong Kong	
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。			
一般競投價遞增幅度（港元）： HK\$10,000 - 20,000.....按 1,000s HK\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s HK\$50,000 - 100,000.....按 5,000s HK\$100,000 - 200,000.....按 10,000s HK\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s HK\$500,000 - 1,000,000.....按 50,000s HK\$1,000,000 - 2,000,000.....按 100,000s HK\$2,000,000以上.....由拍賣官酌情決定			
拍賣官可隨時酌情決定把任何競投價拆細。			
客戶編號		稱銜	
名		姓	
公司名稱 (如適用的話將作為發票收票人)			
地址			
城市		縣 / 郡	
郵編		國家	
流動電話		日間電話	
夜間電話			
競投電話號碼（包括電話國家區號）			
電郵（大楷）			
請回答以下所有問題			
1. 已提供身份證件：政府頒發的身份證件 <input type="checkbox"/> 以及（如果該身份證件中的地址與您當前住址不符） <input type="checkbox"/> 當前住址的水電費賬單/銀行賬單。如果本賬號為公司賬號，請提供公司注册證書、您的身份證件（如上）如果不是董事，請提供授權您代理行事的信件），以及公司受益人的文件證據。			
2. 您是否為第三方代理競拍? <input type="checkbox"/> 如果是，請填寫問題3。			
3. 競拍人的姓名、地址和聯繫方式（電話和電子郵件）。 競拍人的身份證件：政府頒發的身份證件以及（如果該身份證件中的地址與當前住址不符） <input type="checkbox"/> 當前住址的水電費賬單/銀行賬單。			
您是否以商業身份競拍？ 是 <input type="checkbox"/> 否 <input type="checkbox"/>		如果您在歐盟註冊了增值稅，請在此輸入您的註冊信息： <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>	

電話或書面競投	拍賣品編號	拍賣品說明	最高港元競投價 (不包括買家費用)	應急競投價*

通過簽署本表格，您確認您已查看上述拍品的目錄，同意銷售條件，包括其中列出的保證，並同意支付適用買方佣金、增值稅和任何其他應付費用。這會影響您的合法權益。

簽字:

日期:

請電郵或郵寄發送已經填妥的拍賣註冊表格
香港皇后大道東50號太古廣場六座十一樓客戶服務部 電話: +852 2918 4321, bids.hk@bonhams.com
香港皇后大道東50號太古廣場六座十一樓Bonhams (Hong Kong) Limited. 公司編號1426522







Jules Speelman

Monks & Mahasiddhas
Living the Teachings of Buddha

苦樂為道

不朽的僧侶與大成就者

Hong Kong | 5 May 2025 at 7:30pm



